

~~IN THE SUPERIOR COURT OF STEPHENS COUNTY~~
~~STATE OF GEORGIA~~

Federal Court

**Kenneth A Brown and
APRIL M BROWN**

plaintiffs

~~CIVIL ACTION~~
~~FILE NO. 18-SU-CV-46-CC~~

vs.

**NELSON MULLINS LAW FIRM
IN SEPERATE REGARDS TO MOTION AGAINST
GREG TAUBE
WADE MALONE
MICHAEL HOLLINGSWORTH
JAMES C. GRAY, JR
JAMES K LEHMAN
JOHN MOORE
SALLY CARVER**

**NELSON, MULLINS, RILEY & SCAR-
BOROUGH
ATLANTA, GEORGIA GREENVILLE & CO-
LUMBIA, SOUTH CAROLINA**

JOHN JENNINGS

MOTION FOR IMMEDIATE JUDGEMENT ATTORNEY **GREG TAUBE FOR 4
MILLION DOLLARS**. ONE MILLION PER YEAR AS VICTIMS TO CORRUPTION, DE-
MAND FOR DISBARMENT, CRIMINAL FRAUD CHARGES , UNETHICAL ABUSE AND COR-
RUPTION OF LEGAL SYSTEM.

1.
MR. TAUBE INTENTIONALLY ENGAGED WITH HIS CLIENT TO FURTHER FACILITATE BANK
FRAUD AND CORRUPTION WITH MALICE AND CRUEL INTENTIONS TO CAUSE HARM
THREATENING PLAINTIFF APRIL BROWN THAT HE WOULD INTENTIONALLY DESTROY HER,
SEE HER BANKRUPT , AS VICTIMS ONLY GOAL WAS TO SAVE THE FAMILY HOME.

2.
MR. TAUBE WITHOUT REGARDS TO OTHERS AND THE JUDICIAL SYSTEM, ENGAGED IN
CORRUPTION CAUSING DESTRUCTION TO THE PLAINTIFFS FAMILY FOR OVER 4 YEARS.

3.
HE ABUSED THE LEGAL SYSTEM, HIDING EVIDENCE, SUBMITTING ALTERED AND FABRI-
CATED DOCUMENTS. RECORTING TO THREATS, MANIPULATION AND DECIET.

EACH DEFENDANT LISTED DOES NOT HAVE ANY REGARD HUMAN LIVES, THE LEGAL SYSTEM THEY HAVE SWORN TO UPHOLD, AND NO REGARDS FOR OTHERS OR THEIR CIVIL RIGHTS. MAKING A MOCKERY OUT OF THE JUDICIAL SYSTEM.

4.

There are definitely character issues with all individuals, if they were credible attorneys they should have resolved the issues with Oconee Federal as attorney Mr. Jackson did rather than to spend years further facilitating criminal actions for profits and abusing the system to further victimize individuals that had already suffered enough by the defendants.

5.

THEREFORE WE WOULD LIKE AT THIS TIME FOR THE COURTS TO NOTIFY THE BAR ASSOCIATION AS THEY ARE LIKELY TO CONTINUE PUTTING OTHER FAMILIES AT RISK.

**PLAINTIFFS
KENNETH BROWN
APRIL BROWN**

September 28th, 2015-

Memo from John Moore Partner at Nelson Mullins, (prior to foreclosure.)
Nelson, Mullins Riley & Scarborough
Meridan 17th Floor
1320 Main Street
Columbia, SC 29201

Federal Court

**~~IN THE SUPERIOR COURT OF STEPHENS COUNTY~~
~~STATE OF GEORGIA~~**

**Kenneth A Brown and
APRIL M BROWN**

**CIVIL ACTION
~~FILE NO. 16-SU-CV-46-CG~~**

plaintiffs

vs.

**Oconee Federal Financial Corp, LLC
defendants**

**PLAINTIFFS SEEKS IMMEDIATE JUDGEMENT IN THE AMOUNT OF
ONE MILLION DOLLARS (X2 PLAINTIFFS) FOR 7 VIOLATIONS =**

14 MILLION SETTLEMENT

**FOR CIVIL RIGHTS VIOLATIONS/RICO CRIMINAL RACKETEERING USING COR-
RUPTION TO FORCE PLAINTIFFS INTO BANKRUPTCY, BLOCKING BANKRUPTCY
VIOLATING OUR CIVIL RIGHTS AND THE RIGHT TO LEGAL COUNSEL**

1.
IN OCTOBER OF 2019, DUE TO THE RELENTLESS ABUSE PLAINTIFFS HAVE SUFFERED ON
BEHALF OF THE DEFENDANTS FOR YEARS, WE OBTAINED A CONTRACT TO SALE THE
PROPERTY AND WERE WILLING TO PAY NEARLY \$120,000.00 ON MORTGAGE LOANS
THAT NEARLY DOUBLED THE AMOUNT DUE TO PROCURE MORTGAGE.

2.
HOWEVER, AS IT CAN NO LONGER BE DENIED, THE DEFENDANTS AND THEIR ATTOR-
NEYS HAVE ENGAGED IN ILLEGAL CRIMINAL CORRUPTION HOLDING OUR FAMILY
HOSTAGE FOR OVER 5 YEARS NOW. IN ORDER TO SALE THE PROPERTY MR. TAUBE DE-
MANDED WE PAY \$600,247.18. (EXHIBIT A)

3.
WITHIN THREE MONTHS ON JANUARY 3, 2020, AFTER PREVENTING US FROM PROCUR-
ING THE MORTGAGE, THE DEFENDANTS AND NELSON MULLINS LAW FIRM ENGAGED IN
YET ANOTHER ILLEGAL FORECLOSURE. AS THE FORECLOSURE NOTIFICATION SENT BY
NELSON MULLINS LAW FIRM. ACCESSING AN AMOUNT TO US AND DECEIVING THE PUB-
LIC RUNNING FALSE FORECLOSURE ADDS FOR \$40,000.00.

4.
OUR FORECLOSURE NOTIFICATION WAS SENT WITH MALICE INTENT AS A MEANS TO
OBTAIN PROPERTY ILLEGALLY FOR THEIR FINANCIAL GAIN. FURTHER STATING THAT WE
MUST PAY \$40,000.00 TO AVOID FORECLOSURE AND TO CONTACT BRIAN SAVAGE AT

OCONEE FEDERAL TO MAKE ARRANGEMENTS TO PAY THE MORTGAGE AND AVOID FORECLOSURE. AS THE COURT IS WELL AWARE THAT BRIAN SAVAGE STATED IN AN EMAIL THAT EMPLOYEES WERE PREVENTED FOR SPEAKING WITH US BACK IN 2015.

5.

ACTING ON INADEQUATE LEGAL ADVISE AND HAVING LITTLE TO NO REPRESENTATION DUE TO THREATS BY NELSON MULLINS, I FILED FOR BANKRUPTCY PROTECTION.

6.

UPON SPENDING \$1310.00 ON ATTORNEY FEES, PAYING REQUIRED FEES TO TAKE BANKRUPTCY CLASSES. THE DEFENDANTS MALICIOUSLY CHOSE TO ENGAGE IN BANKRUPTCY FRAUD AND CORRUPTION VIOLATING WITHOUT A DOUBT ALL OUR CIVIL RIGHTS.

7.

IT STARTED ALL OVER AGAIN, MR TAUBE AND NELSON MULLINS ON BEHALF OF THEIR CLIENT. FILING MOTIONS AFTER MOTIONS, SENDING OUT STACKS OF PAPER WORK AND GIVING FALSE STATEMENTS, MAKING A MOCKERY OUT OF THE COURTS, AND VIOLATING ALL OUR CIVIL RIGHTS. OCONEE FEDERAL AND THE ATTORNEYS OBJECTED TO ALLOWING US TO FILE BANKRUPTCY, FILING EXTENSIONS, KEEPING US HOSTAGE AGAIN TO THEIR RELENTLESS CRIMINAL CORRUPTIONS.

8.

DEFENDANTS OBJECTED TO MY DAUGHTER REPRESENTING US AND IT BECAME APPARENT THAT MY ATTORNEY HAD SWAPED SIDES AND NO LONGER WAS ACTING IN MY BEST INTEREST. DEFENDANTS WERE NOW DEMANDING \$733,107.06 ON A MORTGAGE LOAN.

9.

I WAS ADVISED TO NOT SPEAK IF ASKED BY THE JUDGE WHY I WAS IN BANKRUPTCY COURT. I SHOULD JUST FILE CHAPTER 7 AND WALK AWAY AND THEN THEY WOULD NOT GO AFTER MY HUSBAND FOR NEARLY \$700,000.00. IF NOT I WAS GOING TO BE REQUIRED TO PAY OVER \$200,000.00 WITHIN 5 YEARS AND MY PAYMENTS WOULD INCREASE TO NEARLY \$3000.00 PER MONTH.

10.

BEING BETRAYED AND ROBBED OF LEGAL COUNSEL. I NO LONGER ENGAGED IN PHONE CONVERSATIONS WITH MY ATTORNEY ONLY CORRESPONDING BY EMAIL. HE REQUESTED TO WITHDRAW AS LEGAL COUNSEL AND I REPRESENTED MYSELF IN HEARING.

11.

I SENT OVER THE DEMANDS MADE FROM THE DEFENDANTS AND EXPLAINED I WAS IN BANKRUPTCY COURT DUE TO CRIMINAL RICO RACKETEERING ON BEHALF OF OCONEE FEDERAL AND THEIR COUNSEL. DEFENDANTS WERE DEMANDING \$733,107.06 ON A MORTGAGE FOR A HOME ONLY WORTH ABOUT \$150,000.00.

12.

THEY WERE ATTEMPTING TO FORECLOSE ON THE HOME ILLEGALLY DEMANDING \$40,000.00 WITH NEARLY \$60,000.00 IN THE SUPERIOR COURT OF STEPHENS COUNTY.

13.

AS FEDERAL AND STATE LAWS MANDATE LEGAL FEES THAT CAN BE ACCESSED TO MORTGAGE LOANS. THIS WAS CLEARLY EXTORTION. AS THE FEDERAL JUDGE TOLD MR. TAUBE THAT ONCE MR. RANCK HAD MADE A SETTLEMENT IN THE CASE YEARS AGO, THEY SHOULD HAVE SETTLED ALSO. THE FRAUD HAD BEEN ADMITTED.

14.

FURTHERMORE TO DEMONSTRATE THE DEFENDANTS LACK OF RESPECT FOR THE LAW AND LEGAL SYSTEM. PLEASE SEE THE ATTACHED SUMMARY OF DISBURSEMENT TO CREDITORS BY TRUSTEE NANCY WHALEY IN THE AMOUNT OF ONLY \$58,047.05. AS THE JUDGE STATED THIS CASE DID NOT BELONG IN BANKRUPTCY COURT, THE ONLY DEBT OUTSIDE OF OCONEE FEDERAL WAS A CAR PAYMENT.

15.

THE DEFENDANTS IMMEDIATELY DISREGARDED THE JUDGES COMMENTS AND FILED A 4TH FORECLOSURE.

16.

AS MR. TAUBE SUBMITTED IN REGARDS TO FRAUD IN FEDERAL COURT OUTLINING THE CONSPIRACY AND FRAUD DEFINITIONS HAVE BEEN TOTALLY PROVEN HERE.

17.

THEREFORE YOUR HONOR WE ASK THAT WE ARE GRANTED NO LESS THAN ONE MILLION DOLLARS FROM BOTH DEFENDANTS (OCONEE FEDERAL AND NELSON, MULLINS, LAW FIRM) FOR EACH VIOLATION LISTED BELOW. AS THE DEFENDANTS INTENTIONALLY CAUSED THE BANKRUPTCY AND THEN ENGAGED IN CORRUPTION TO PREVENT BANKRUPTCY. BANKRUPTCY FRAUD IS A SERIOUS CRIME AND THE INDIVIDUALS WORTH BILLIONS MUST BE IMPACTED ON A LEVEL TO DETER BANKRUPTCY FRAUD. AS A DENIAL OF THIS MOTION WILL IMPACT BOTH INSTITUTIONS ON A FAR LARGER LEVEL IN A CIVIL CRIMINAL BANKRUPTCY FRAUD TRIAL.

1. SET OUT TO INTENTIONALLY DESTROY INDIVIDUALS CAUSING BANKRUPTCY (X2).

2. FILED MOTIONS TO PREVENT PLAINTIFFS TO EXERCISE THEIR CIVIL RIGHTS IN FILING BANKRUPTCY (X2).

3. CONSPIRED TO ENGAGE IN FRAUD, MAKING FALSE AND MISLEADING STATEMENTS TO DISCREDIT THE PLAINTIFF AND YOU YOUR HONOR AND YOUR COURT FOR ITS ERRONEOUS ERROR. ATTEMPTING BUT FAILING TO DEFLECT THE ERROR OF THEIR MISCONDUCT, AS THEY CONTINUED TO DISREGARD COURT ORDERS KNOWINGLY CONSPIRED WITH NELSON MULLINS TO HIDE EVIDENCE, CLEARLY NOW EVIDENT WITH NO DEFENSE IN GIVING FALSE STATEMENTS IN A COURT OF LAW. (X2)

4. ATTEMPTING TO EXTORT \$733,107.06 IN ASSOCIATION WITH A MORTGAGE LOAN FROM HOMEOWNERS. (X2).

5. INTERFERED WITH CIVIL RIGHTS AND PLAINTIFFS RIGHT TO LEGAL COUNCIL (X2).

6. MADE THREATS IN REGARDS TO PLAINTIFFS UNLESS THEY FILED CHAPTER 7, WALKED AWAY ATTEMPTING TO PREVENT EVIDENCE PRESENTED TO JUDGE SACCA. AS JUDGE SACCA COULD NOT UNDERSTAND WHY LEGAL REPRESENTATION HAD NOT WENT BACK TO THE STATE COURTS WITH THE ADDITIONAL INFORMATION. (X2).

7. CAUSED PLAINTIFF SO MUCH STRESS ATTEMPTING TO NAVIGATE BANKRUPTCY LAWS WITHOUT REPRESENTATION, AS PLAINTIFFS WERE NOT IN A POSITION TO DEAL WITH CORRUPTION OF THAT MAGNITUDE. THIS ACTION RESULTED IN A FORECLOSURE, DEMAND TO TURN OVER THE PROPERTY, VICIOUSLY EXECUTING AN EVICTION ORDER TO PLAINTIFFS ON THE SAME DAY AS A MOTION HEARING FOR PROTECT WAS GRANTED BY THIS COURT. (X2).

(7X2=14 MILLION)

THIS MOTION IS IN REGARDS TO THE VIOLATIONS PLAINTIFFS EXPERIENCED DURING THE COVID-19 EPIDEMIC, PREVENTING PLAINTIFFS FROM PROTECTING THEIR FAMILY AND THE FEAR OF BECOMING HOMELESS WHILE THE NATION WAS ON LOCKDOWN. AS THIS IS A SMALL PRICE TO PAY AS DEFENDANTS HAVE NO REGARDS FOR HUMAN LIFE, THE LAW OR THE FEDERAL AND STATE JUDICIAL SYSTEMS.

DEFENDANTS WITH **CRUEL AND MALICIOUS INTENTIONS** SELECTED THIS DATE IN RESPONSE TO YOUR HONOR SCHEDULING THIS HEARING TODAY. DEMANDING THE SHERIFFS DEPARTMENT USE FORCE TO EVICT AND REMOVE THE PLAINTIFFS FROM THE RESIDENCE.

THIS FORCED THE PLAINTIFFS TO FILE THE ATTACHED MOTION WITH THE MAGISTRATE COURT LATE YESTERDAY. I WAITED UNTIL THE VERY LAST DAY TO FILE OUR RESPONSE BECAUSE OF THE CONTENTS OF THE MOTION.

WHEREAS THE GUILTY INDIVIDUALS AND ATTORNEYS WILL HAVE TO ANSWER FOR CRIMINAL ACTIONS THIS THURSDAY.

IN NO WAY SHOULD THIS BE VIEWED AS A SETTLEMENT FOR THE YEARS OF ABUSE AND CORRUPTION THE PLAINTIFFS SUFFERED ALONG WITH ALL THE OTHER VICTIMS THROUGHTOUT N.E GEORGIA OVER THE LAST 5 YEARS SINCE THESE INDIVIDUALS BROUGHT THIS MOFIA ORGANIZATION TO OUR STATE FROM SOUTH CAROLINA.

AS MR. TAUBE ON PAGE 15 REFER'S TO HIS BELIEF OF

"the GOLDEN RULE" -

"ALL THINGS WHATSOEVER YE WOULD THAT MEN SHOULD DO TO YOU, DO YOU EVEN SO TO THEM; FOR THIS IS THE LAW AND THE PROPHETS."

"FIGHTING CORRUPTION ON A DAILY BASIS AGAINST MOFIA ACTIONS CONTROLLING OTHERS WITH ATTORNEY'S ENGAGING IN CORRUPTION TO FACILITATE ITS WILL OVER THE LEGAL SYSTEM , DETERMINING THE FATE AND LIVES OF OTHERS"

PLANTIFFS
KENNETH & APRIL BROWN
APRILBROWNSE@GMAIL.COM
706-491-8102

**IN THE SUPERIOR COURT OF STEPHENS COUNTY
STATE OF GEORGIA**

**Kenneth A Brown and
APRIL M BROWN**

plaintiffs

**~~CIVIL ACTION~~
~~FILE NO. 16-SU-CV-46-CC~~**

vs.

defendants:

CURTIS T. EVATT- PRESIDENT, CHIEF EXECUTIVE OFFICER & DIRECTOR
ROBERT N. MCLELLAN- CHAIRMAN
JOHN WILLIAM HOBBS CFO & SENIOR VICE PRESIDENT
HARRY B. MAYS -SECRETARY & INDEPENDENT DIRECTOR
CECIL T. SANDIFER-INDEPENDENT DIRECTOR
W. MARICE POORE- INDEPENDENT DIRECTOR
CHARLES TODD LATIFF-CHIEF BANKING OFFICE & EX VICE PRESIDEN
BRIAN SAVAGE - BRANCH MANAGER

of:

**Oconee Federal Financial Corp.,
OCONEE FEDERAL SAVINGS AND LOAN
ASSOCIATION**

**GREG TAUBE
WADE MALONE
MICHAEL HOLLINGSWORTH
JAMES C. GRAY, JR
JAMES K LEHMAN
SALLY CARVER**

**NELSON, MULLINS, RILEY &
SCARBOROUGH
ATLANTA, GEORGIA GREENVILLE &**

**JOHN MOORE
JOHN JENNINGS**

**IN THE SUPERIOR COURT OF STEPHENS COUNTY
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**Kenneth A Brown and
APRIL M BROWN**

plaintiffs

vs.

**Oconee Federal Financial Corp, LLC
defendants**

withdraw state
**~~CIVIL ACTION~~
~~FILE NO. 16-SU-CV-48-CC~~**

Federal

PLAINTIFFS SEEKS MOTION FOR CIVIL SUMMARY JUDGEMENT FOR CIVIL
RIGHTS VIOLATIONS/RICO CRIMINAL
RACKETEERING IN FEDERAL BANKRUPTCY COURTS

1.

IN OCTOBER OF 2019, DUE TO THE RELENTLESS ABUSE PLAINTIFFS HAVE SUFFERED ON BEHALF OF THE DEFENDANTS FOR YEARS, WE OBTAINED A CONTRACT TO SALE THE PROPERTY AND WERE WILLING TO PAY NEARLY \$120,000.00 ON MORTGAGE LOANS THAT NEARLY DOUBLED THE AMOUNT DUE TO PROCURE MORTGAGE.

2.

HOWEVER, AS IT CAN NO LONGER BE DENIED, THE DEFENDANTS AND THEIR ATTORNEYS HAVE ENGAGED IN ILLEGAL CRIMINAL CORRUPTION HOLDING OUR FAMILY HOSTAGE FOR OVER 5 YEARS NOW. IN ORDER TO SALE THE PROPERTY MR. TAUBE DEMANDED WE PAY \$600,247.18. (EXHIBIT A)

3.

WITHIN THREE MONTHS ON JANUARY 3, 2020, AFTER PREVENTING US FROM PROCURING THE MORTGAGE, THE DEFENDANTS AND NELSON MULLINS LAW FIRM ENGAGED IN YET ANOTHER ILLEGAL FORECLOSURE. AS THE FORECLOSURE NOTIFICATION SENT BY NELSON MULLINS LAW FIRM. ACCESSING AN AMOUNT TO US AND DECEIVING THE PUBLIC RUNNING FALSE FORECLOSURE ADDS FOR \$40,000.00.

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OUR FORECLOSURE NOTIFICATION WAS SENT WITH MALICE INTENT AS A MEANS TO OBTAIN PROPERTY ILLEGALLY FOR THEIR FINANCIAL GAIN. FURTHER STATING THAT WE MUST PAY \$40,000.00 TO AVOID FORECLOSURE AND TO CONTACT BRIAN SAVAGE AT OCONEE FEDERAL TO MAKE ARRANGEMENTS TO PAY THE MORTGAGE AND AVOID FORECLOSURE. AS THE COURT IS WELL AWARE THAT BRIAN SAVAGE STATED IN AN EMAIL THAT EMPLOYEES WERE PREVENTED FOR SPEAKING WITH US BACK IN 2015.

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ACTING ON INADEQUATE LEGAL ADVISE AND HAVING LITTLE TO NO REPRESENTATION DUE TO THREATS BY NELSON MULLINS, I FILED FOR BANKRUPTCY PROTECTION.

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UPON SPENDING \$1310.00 ON ATTORNEY FEES, PAYING REQUIRED FEES TO TAKE BANKRUPTCY CLASSES. THE DEFENDANTS MALICIOUSLY CHOSE TO ENGAGE IN BANKRUPTCY FRAUD AND CORRUPTION VIOLATING WITHOUT A DOUBT ALL OUR CIVIL RIGHTS.

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1. SET OUT TO INTENTIONALLY DESTROY INDIVIDUALS CAUSING BANKRUPTCY (X2).

2. FILED MOTIONS TO PREVENT PLAINTIFFS TO EXERCISE THEIR CIVIL RIGHTS IN FILING BANKRUPTCY (X2).

3. CONSPIRED TO ENGAGE IN FRAUD, MAKING FALSE AND MISLEADING STATEMENTS TO DISCREDIT THE PLAINTIFF AND YOU YOUR HONOR AND YOUR COURT FOR ITS ERRONEOUS ERROR. ATTEMPTING BUT FAILING TO DEFLECT THE ERROR OF THEIR MISCONDUCT, AS THEY CONTINUED TO DISREGARD COURT ORDERS KNOWINGLY CONSPIRED WITH NELSON MULLINS TO HIDE EVIDENCE, CLEARLY NOW EVIDENT WITH NO DEFENSE IN GIVING FALSE STATEMENTS IN A COURT OF LAW. (X2)

4. ATTEMPTING TO EXTORT \$733,107.06 IN ASSOCIATION WITH A MORTGAGE LOAN FROM HOMEOWNERS. (X2).

5. INTERFERED WITH CIVIL RIGHTS AND PLAINTIFFS RIGHT TO LEGAL COUNCIL (X2).

6. MADE THREATS IN REGARDS TO PLAINTIFFS UNLESS THEY FILED CHAPTER 7, WALKED AWAY ATTEMPTING TO PREVENT EVIDENCE PRESENTED TO JUDGE SACCA. AS JUDGE SACCA COULD NOT UNDERSTAND WHY LEGAL REPRESENTATION HAD NOT WENT BACK TO THE STATE COURTS WITH THE ADDITIONAL INFORMATION. (X2).

7. CAUSED PLAINTIFF SO MUCH STRESS ATTEMPTING TO NAVIGATE BANK RUPTCY LAWS WITHOUT REPRESENTATION, AS PLAINTIFFS WERE NOT IN A POSITION TO DEAL WITH CORRUPTION OF THAT MAGNITUDE. THIS ACTION RESULTED IN A FORECLOSURE, DEMAND TO TURN OVER THE PROPERTY, VICIOUSLY EXECUTING AN EVICTION ORDER TO PLAINTIFFS ON THE SAME DAY AS A MOTION HEARING FOR PROTECT WAS GRANTED BY THIS COURT. (X2).

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IN NO WAY SHOULD THIS BE VIEWED AS A SETTLEMENT FOR THE YEARS OF ABUSE AND CORRUPTION THE PLAINTIFFS SUFFERED ALONG WITH ALL THE OTHER VICTIMS THROUGHTOUT N.E GEORGIA OVER THE LAST 5 YEARS SINCE THESE INDIVIDUALS BROUGHT THIS MOFIA ORGANIZATION TO OUR STATE FROM SOUTH CAROLINA.

AS MR. TAUBE ON PAGE 15 REFER'S TO HIS BELIEF OF "the GOLDEN RULE" -
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"FIGHTING CORRUPTION ON A DAILY BASIS AGAINST MOFIA ACTIONS CONTROLLING OTHERS WITH ATTORNEY'S ENGAGING IN CORRUPTION TO FACILITATE ITS WILL OVER THE LEGAL SYSTEM , DETERMINING THE FATE AND LIVES OF OTHERS"

PLANTIFFS

KENNETH & APRIL BROWN

APRILBROWNISE@GMAIL.COM

706-491-8102

**MOTION FOR COURTS ARE OBLIGATED TO NOTIFY THE
PROPER AUTHORITIES OF ORGANIZED CRIMINAL
CORRUPTION PUTTING THE PUBLIC AT RISK. AS EVIDENCE IS
CLEARLY UNDISPUTED MOTION FOR ALL PARTIES TO BE
CHARGED WITH BANKRUPTCY FRAUD, BANK/MORTGAGE
FRAUD CARRIES UP TO ONE MILLION IN FINES, 20 PLUS
YEARS IN PRISON, AND SEIZURE OF ASSETS. THESE LAWS
MUST BE ENFORCED AND ATTORNEYS MUST BE DISBARRED.**

1.
CRIMINAL LAW, (AS IT SHOULD) ALWAYS SUPER-SEEDS ANY LEGAL ARGUMENTS USED TO JUSTIFY ONE'S ACTIONS TO INTENTIONALLY CAUSE HARM TO OTHERS. ALL U.S. CITIZENS AND NON CITIZENS ARE OFFERED THE FREE WILL TO CHOOSE BETWEEN RIGHT AND WRONG USING BASIC HUMAN KNOWLEDGE OF THE LAW.

2.
THEREFORE ANY JUDGEMENTS MADE BY THE APPEALS COURT OR ANY MOTION ALLOWING ONE TO ENGAGE IN CRIMINAL CORRUPTION MUST BE SEEN AS NULL AND VOID. AS MR. TAUBE AND ASSOCIATES OF NELSON, MULLINS, OBTAINED THIS JUDGEMENT WHILE PARTNERING WITH OCONEE FEDERAL IN CRIMINAL RICO RACKETEERING WHILE ENGAGED IN BANK MORTGAGE FRAUD.

3.
AS UNDISPUTED EVIDENCE SHOWS THAT MR. TAUBE AND ASSOCIATES OF NELSON MULLINS CLEARLY AND INTENTIONALLY ENGAGED IN THE FACILITATION OF BANK FRAUD. LAW FIRM OF NELSON, MULLINS CLEARLY WAS RESPONSIBLE FOR HIDING, ALTERING OR MANUFACTURING EVIDENCE. GIVING FALSE STATEMENTS, ARGUMENTS ON BEHALF OF THE DEFENDANT OCONEE FEDERAL. AS EMAILS AND TRIAL DOCUMENTS CLEARLY WITHOUT MISTAKE, SHOW THAT WITNESSES TODD LATIFF (CFO) ENGAGED IN COURT PERJURY TO THE EXTENT OF BEING IMPEACHED. AS WELL AS BANK PRESIDENT BRIAN SAVAGE CLEARLY ADMITTING THAT MISTAKES WERE MADE BUT CHOOSE NOT TO RETIFY OR CORRECT AS THEY CONTINUED TO ENGAGE IN A FORECLOSURE FOR PROFIT SCAM. VICTIMIZING THE PLAINTIFFS FOR NEARLY 5 YEARS. WITHOUT ANY REGARDS TO THEIR VICTIMS AND FAMILY.

4.
DEFENDANTS ACKNOWLEDGE LOANS WITH CODED TO PREVENT PAYMENTS, ENGAGED IN DUAL TRACKING (STRICKLY FORBIDDEN BY FEDERAL MORTGAGE BANKING LAWS) IN ORDER TO PROFIT ON FORECLOSURE SCAM AND OBTAIN PROPERTY. DEFRAUDING AND VICTIMIZING PLAINTIFFS WITH ILL WILL FOR THE SOLE PURPOSE OF FACILITATING A SCAM TO DEPRIVE PLAINTIFFS OF PROPERTY WHILE PARTNERING WITH CORRUPT ATTORNEYS AND LAW FIRMS. WILLING TO DEFY THE LAW THAT THEY SWORE TO UPHOLD FOR PROFIT.

5.
ATTORNEYS FUTHER WITHHELD EVIDENCE FOR NEARLY ONE AND HALF YEARS. HOLDING THEM HOSTAGE ENGAGING IN CORRUPTION. DEFENDANTS AND ATTORNEYS

REFUSED TO OBEY COURT ORDERS FOUND IN CONTEMPT OF COURT. ATTORNEYS HAD PURPOSELY WITH ILL INTENT BLACKED OUT, HIDE, AND ALTERED EVIDENCE FOR THE SOLE PURPOSE OF CAUSING HARM TO THE PLAINTIFFS.

6.

NO ONE SHOULD EVER BE A VICTIM FOR NEARLY 5 YEARS. THIS IS CLEARLY AN ABUSE OF POWER OVER OTHER LIVES.

KENNETH BROWN
APRIL M BROWN
aprilbrownise@gmail.com



NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

Gregory M. Taube
(Admitted in AL & GA)
T 404.322.6144
greg.taube@nelsonmullins.com

Atlantic Station
201 17th Street, NW | Suite 1700
Atlanta, GA 30363
T 404.322.6000 F 404.322.6050
nelsonmullins.com

January 3, 2020

**Via U.S. First Class Mail and
Federal Express**

Kenneth A. Brown
April M. Brown
309 Beaver Brook Dr.
Toccoa, GA 30577

Re: NOTICE OF FORECLOSURE

Pursuant to that certain Home Equity Line Agreement and Disclosure Statement executed by Kenneth A. Brown and April M. Brown ("Borrowers") to Stephens Federal Bank, now known as Oconee Federal Savings and Loan Association ("Lender"), dated May 10, 2007 ("HELOC"), and that certain Security Deed, recorded at Deed Book 801, Page 265, in the real property records of Stephens County, Georgia as modified by that certain Additional/Renewal Loan Agreement and Affidavit Regarding Intangible Tax, recorded at Deed Book 812, Page 365 ("Security Deed").

Dear Mr. and Mrs. Brown:

This firm represents Lender with respect to the above referenced HELOC and Security Deed. Borrowers have defaulted under the obligations referenced in the HELOC and Security Deed.

The Borrowers' obligations under the HELOC have matured, and all remaining principal and accrued interest is immediately due and payable. Accordingly, Lender hereby demands payment of all remaining principal and accrued interest due under the HELOC.

The purpose of this letter is to advise you that Lender is initiating foreclosure proceedings against the property described in the Security Deed. I am enclosing a copy of the Notice of Sale submitted for publication in the *Toccoa Record*. Please note that the sale is scheduled for Tuesday, February 4, 2020, and will be held during the legal hours of sale at the Stephens County Courthouse.

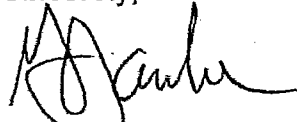
Kenneth A. Brown and April M. Brown
Notice of Foreclosure Sale (HELOC)
June 29, 2020
Page 2

Pursuant to O.C.G.A. § 44-14-162.2(a), please be further advised that the entity that has full authority to negotiate, amend, and modify all terms of the security deed with the debtor is:

Oconee Federal Savings and Loan Association
P. O. Drawer 40
Toccoa, GA 30577

You may contact Brian Savage at Oconee Federal Savings and Loan Association by telephone at (706) 886-2111. Please be further advised that O.C.G.A. § 44-14-162.2(a) provides that "[n]othing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument."

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory M. Taube", written over a horizontal line.

Gregory M. Taube

GMT/au1
Enclosure

cc: Brian Savage
Miranda Hanley

**KENNETH A. BROWN AND APRIL M. BROWN
NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF STEPHENS**

Under and by virtue of the power of sale contained in that certain Security Deed dated March 15, 2007, recorded on March 21, 2007, in Deed Book 801 Page 265, Stephens County, Georgia records, and securing a home equity line of credit in the maximum principal amount of \$40,000.00, executed by Kenneth A. Brown and April M. Brown to Stephens Federal Bank, now known as Oconee Federal Savings and Loan Association ("Security Deed"), there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Stephens County, Georgia, during the legal hours of sale on the first Tuesday of February, 2020, by Oconee Federal Savings and Loan Association, as Attorney-in-Fact for Kenneth A. Brown and April M. Brown, the following property to-wit:

All that tract or parcel of land together with improvements thereon situate, lying and being in the 440th G.M.D., Stephens County, Georgia, CONTAINING 0.68 ACRE, more or less, located on the Northerly side of the cul-de-sac at the end of Beaverbrook Drive and being designated as Lot #44 of Foxdale according to plat of survey for Kenneth A. Brown and April M. Brown by Kenneth V. Cash, Registered Surveyor, dated January 4, 1995 and recorded in Plat Book 15, Page 818, Office of the Clerk of Superior Court, Stephens County, Georgia. The description as contained therein being incorporated herein by reference.

The indebtedness secured by said Security Deed having been declared due and payable because of, among other possible events of default, failure to pay the indebtedness secured thereby as and when due, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees (notice of intention to collect attorney's fees having been given).

Notice has also been given, in writing and by statutory overnight delivery, return receipt requested, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the loan thereby secured in accordance with O.C.G.A. § 44-14-162.2(a).

The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds or encumbrances of record, including without limitation, that certain Security Deed dated April 16, 2003, recorded on April 22, 2003, in Deed Book 599 Page 457, Stephens County, Georgia records, all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by an inspection of the property; all outstanding taxes, assessments, unpaid bills, charges and expenses that are a lien against the property whether due and payable or not yet due and payable.

To the best of the undersigned's knowledge and belief, possession of the subject property is held by Kenneth A. Brown and April M. Brown.

objection among many against
Bankruptcy!



NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

Ayo Uboh
Paralegal
T 404.322.6127 F 404.322.6398
ayo.uboh@nelsonmullins.com

Atlantic Station
201 17th Street, NW | Suite 1700
Atlanta, GA 30363
T 404.322.6000 F 404.322.6050
nelsonmullins.com

April 9, 2020

Via U.S. First Class Mail

April May Brown
309 Beaver Brook Drive
Toccoa, GA 30577

In Re: *April May Brown*
USBC, NDGA, Case No. 20-20209-jrs

Dear Ms. Brown:

I am enclosing with this letter your service copy of Oconee Federal Savings and Loan Association's Objection to Confirmation and Motion to Dismiss Case in the above referenced action.

Please feel free to call Mr. Gregory Taube at (404) 322-6000 if you have any question.

Very truly yours,

Ayo Uboh
Paralegal

GMT:au1
Enclosure

This 9th day of April, 2020.

/s/ Gregory M. Taube

Gregory M. Taube

Georgia Bar No. 699166

Attorney for Oconee Federal
Savings and Loan Association

NELSON MULLINS RILEY & SCARBOROUGH LLP
201 17th Street, NW, Suite 1700
Atlanta, Georgia 30363
(404) 322-6000 (Phone)

**KENNETH A. BROWN AND APRIL M. BROWN
NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF STEPHENS**

Under and by virtue of the power of sale contained in that certain Security Deed dated March 15, 2007, recorded on March 21, 2007, in Deed Book 801 Page 265, Stephens County, Georgia records, and securing a home equity line of credit in the maximum principal amount of \$40,000.00, executed by Kenneth A. Brown and April M. Brown to Stephens Federal Bank, now known as Oconee Federal Savings and Loan Association ("Security Deed"), there will be sold at a public outcry for cash to the highest bidder before the Courthouse door of Stephens County, Georgia, during the legal hours of sale on the first Tuesday of August, 2020, by Oconee Federal Savings and Loan Association, as Attorney-in-Fact for Kenneth A. Brown and April M. Brown, the following property to-wit:

All that tract or parcel of land together with improvements thereon situate, lying and being in the 440th G.M.D., Stephens County, Georgia, CONTAINING 0.68 ACRE, more or less, located on the Northerly side of the cul-de-sac at the end of Beaverbrook Drive and being designated as Lot #44 of Foxdale according to plat of survey for Kenneth A. Brown and April M. Brown by Kenneth V. Cash, Registered Surveyor, dated January 4, 1995 and recorded in Plat Book 15, Page 818, Office of the Clerk of Superior Court, Stephens County, Georgia. The description as contained therein being incorporated herein by reference.

The indebtedness secured by said Security Deed having been declared due and payable because of, among other possible events of default, failure to pay the indebtedness secured thereby as and when due, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees (notice of intention to collect attorney's fees having been given).

Notice has also been given, in writing and by statutory overnight delivery, return receipt requested, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the loan thereby secured in accordance with O.C.G.A. § 44-14-162.2(a).

The property will be sold as the property of the aforesaid grantor subject to the following: all prior restrictive covenants, easements, rights-of-way, security deeds or encumbrances of record, including without limitation, that certain Security Deed dated April 16, 2003, recorded on April 22, 2003, in Deed Book 599 Page 457, Stephens County, Georgia records, all valid zoning ordinances; matters which would be disclosed by an accurate survey of the property or by an inspection of the property; all outstanding taxes, assessments, unpaid bills, charges and expenses that are a lien against the property whether due and payable or not yet due and payable.

To the best of the undersigned's knowledge and belief, possession of the subject property is held by Kenneth A. Brown and April M. Brown.

Exhibit B



NELSON MULLINS

Gregory M. Taube
(Admitted in AL & GA)
T 404.322.6144
greg.taube@nelsonmullins.com

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Atlanta, GA 30363
T 404.322.6000 F 404.322.6050
nelsonmullins.com

With nearly
\$60,000.00
in Registry

October 14, 2019

Via Email and FedEx

John P. Webb
Smith, Welch, Webb & White, LLC
280 Country Club Drive, Suite 300
Stockbridge, GA 30281

Miranda N. Hanley
Smith, Welch, Webb & White, LLC
280 Country Club Drive, Suite 300
Stockbridge, GA 30281

RE: *Kenneth A. Brown et al v. Oconee Federal Financial Corp. et al*
Superior Court of Stephens County, Case No. 16-SU-CV-46CC

Dear John and Miranda:

This letter is written in response to the Browns' request for payoff statements, which was received by Oconee Federal from a paralegal at The Cooper Law Firm, LLC. Because these loans are in litigation, I am providing the payoff information to you as the Browns' attorney prior to providing it to The Cooper Law Firm. Please let me know if I have your permission to provide payoff information to The Cooper Law Firm.

First, with respect to Loan No. 5000017208, the amount necessary to pay off this loan, *not including attorney's fees*, is \$58,808.22. This amount includes principal of \$34,521.35, interest of \$7,180.34, late fees of \$2,067.34, an additional \$15,027.19 for escrow of real property taxes and insurance, and a fee for cancellation of the security deed in the amount of \$12.00. This amount is good through October 17, 2019. Thereafter, interest will accrue as provided in the loan documents. Based on the principal balance stated above, interest is now accruing at the rate of \$4.37 per diem.

Second, with respect to Loan No. 4500000250, the amount necessary to pay off this loan, *not including attorney's fees*, is \$57,067.46. This amount includes principal of

Demand
\$600,247.¹⁸
on Mortgage
3 months later
Foreclosed on
Bankruptcy Demand
+ prevented \$733,000.00

John P. Webb
Miranda N. Hanley
October 14, 2019
Page 2

\$39,930.22, interest of \$14,427.33, late fees of \$2,697.91, and a fee for cancellation of the security deed in the amount of \$12.00. This amount is good through October 17, 2019. Thereafter, interest will accrue as provided in the loan documents. Based on the principal balance stated above, interest is now accruing at the rate of \$8.69 per diem.

With respect to attorney's fees, Oconee Federal has incurred extraordinary attorney's fees in defending against the claims filed by the Browns in the above-referenced lawsuit. As of September 30, 2019, the total amount of these attorney's fees is more than \$500,000.00. Because the litigation is ongoing, these fees are certain to increase. However, if the lawsuit is dismissed with prejudice and payment is received by October 17, 2019, Oconee Federal will accept payment in the amount of \$600,247.18 as payment in full on both loans, including attorney's fees.

If you have any questions, please let me know. Thank you.

Sincerely,



Gregory M. Taube

GMT:srs

The A. M. Adams Co.

P.O. Box 488 / 60 Ridgeview Hgts.
Toccoa, Georgia 30577
706-886-5227/ 706-491-9988
adamslawfirm@windstream.net

Exhibit D

Ms. Monica Mauldin
Ms. Natalie _____
Oconee Federal
P. O. Drawer 40
Toccoa, Georgia 30577

RE: Oconee Federal Loan #83-00020322

Attention Natalie:

Oconee Federal had no authority to withdraw \$1,582.60 from the above account.

Alton and Emily and/or The A. M. Adams Co. owe no legal fees to Oconee Federal. Withdrawal from this amount from this account will be a tortious breach of our relationship with Oconee Federal and will authorize a lawsuit against Oconee Federal including a claim for attorney's fees and punitive damages.

We have requested an explanation of these charges which have been designated as "legal fees." We owe no amount to Oconee Federal for legal fees.

Oconee Federal has no authority to withdraw any amount from checking account no. 0590079826 (owned by The A. M. Adams Co.) except the mortgage draft of \$943.15 owed by The A. M. Adams Company for payment of the monthly loan amount.

Sincerely yours,

Alton M. Adams

AMA/eva

Cc: Andy M. Adams
Bryan Ranck
Wes Robinson



ML- 00



**Oconee
Federal**

Mortgage Statement

Statement Date 9/16/15
 ORIG BRCH 004

Account Number 83-00020322
 Payment Due Date 10/01/15

Amount Due \$943.15

FOR BILLING INQUIRIES PLEASE
 CALL 864-882-2765
 OR TOLL FREE 1-888-910-2265
 bank@oconee-federal.com
 Or by mail: 115 NORTH SECOND STREET
 SENECA, SC 29678

Property Address:
 467 W DOYLE ST
 TOCCOA GA 30577-1791

LATE FEES IN THE AMOUNT OF \$47.16 WILL BE
 ASSESSED ON PAYMENTS RECEIVED AFTER 10/16/15

| Explanation of Amount Due | |
|---------------------------|-----------------|
| Principal | \$723.50 |
| Interest | \$619.65 |
| Regular Payment | \$943.15 |
| Total Fees & Charges | \$0.00 |
| Overdue Payment | \$0.00 |
| Total Amount Due | \$943.15 |

| Amount Information | |
|-------------------------------|--------------|
| Outstanding Principal Balance | \$135,197.12 |
| Interest Rate | 5.500% |
| Escrow | \$0.00 |
| Interest Paid YTD | \$5,642.50 |

| Payment Breakdown | | |
|------------------------------|-------------------|-------------------|
| | Paid Last Period | Paid Year to Date |
| Principal | \$322.02 | \$2,845.85 |
| Interest | \$621.13 | \$5,642.50 |
| Escrow (Taxes and Insurance) | \$0.00 | \$0.00 |
| Fees | \$1,582.60 | \$0.00 |
| Partial Payment (unapplied) | | |
| Total | \$2,525.75 | \$8,488.35 |

PLEASE VIEW OUR PRIVACY POLICY AT OCONEEFEDERAL.COM CALL FOR A COPY AT 864-882-2765.

*Coats Building
Loan*

Page 1 of 2

PAYMENTS RECEIVED AFTER THE STATEMENT DATE ARE NOT SHOWN. PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.

AUTOMATIC PAYMENT PLAN - INFORMATION PURPOSES ONLY

Account Number 83-00020322

Amount Due
 Due by 10/01/15 \$943.15
 LATE FEES IN THE AMOUNT OF \$47.16 WILL BE
 ASSESSED ON PAYMENTS RECEIVED AFTER 10/16/15

Additional Principal \$ _____

Additional Escrow \$ _____

Total Amount Enclosed \$ _____

RETURN TO: OCONEE FEDERAL
 P.O. DRAWER 40
 TOCCOA, GA 30577

001455

A M ADAMS CO INC
 PO BOX 488
 TOCCOA GA 30577-1408

☐ Check box and indicate change of mailing address, email address, or telephone numbers on the reverse side

(Exhibit
F)

IN THE SUPERIOR COURT OF STEPHENS COUNTY

STATE OF GEORGIA

KENNETH A. BROWN and
APRIL M. BROWN,

Plaintiffs,

vs.

OCONEE FEDERAL FINANCIAL CORP.
d/b/a OCONEE FEDERAL SAVINGS AND
LOAN ASSOCIATION, BRIAN C. RANCK,
ESQ., and SANDERS, RANCK &
SKILLING, P.C.,

Defendants.

CIVIL ACTION

FILE NO. _____

AFFIDAVIT OF LUCIAN SCOTT

COMES NOW, Lucian Scott, who after having been duly sworn, deposes and states the following:

1.

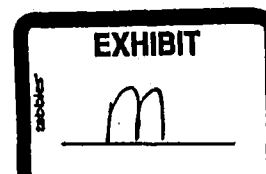
My name is Lucian Scott and I am over the age of 18.

2.

I am the owner of Direct Solucians, a third-party which serves to assist, negotiate, and prepare documents on behalf of consumers faced with issues regarding the servicing and modification of residential mortgages.

3.

I was contacted by Plaintiffs in late November or early December of 2015 regarding Plaintiffs' dispute with Defendant Oconee Federal.



4.

In December of 2015, I began communications and negotiations with the Defendants on behalf of Plaintiffs.

5.

In the process of negotiating the terms of Plaintiffs' loan modification and any payoff of amounts Defendants claimed were owed, I spoke with Defendant Ranck via telephone conference.

6.

During my telephone conference with Defendant Ranck, Defendant Ranck clearly stated that Defendants refused to modify Plaintiffs' loans pursuant to Plaintiffs' loan modification application filed in June of 2015 unless Plaintiffs' signed an agreement releasing Defendants from liability.

7.

* Defendant Ranck clearly stated that no payoff or payment of any amounts owed on Plaintiffs' loans would be accepted unless Plaintiffs' signed an agreement releasing Defendants from any liability. *

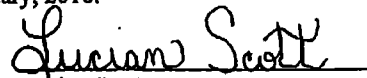
8.

Defendants refused to permit Plaintiffs' to pay off amounts due on the loans based on what was in Plaintiffs' best interest and would only permit Plaintiffs' to payoff and restructure Plaintiffs' loans in a way that permitted Defendant Oconee Federal to collect payments of interest on Plaintiffs' loans.

9.

I hereby affirm that I have given this Affidavit under oath after being duly sworn and knowing that it is being executed for the purpose of being used in the above-styled civil action.

Further Affiant Sayeth Not. This ____ day of February, 2016.


Lucian Scott

Sworn and subscribed before me
This ____ day of February, 2016.

Notary Public

(Exhibit G)

Brian Ranck

From: April Brown <apescrates@gmail.com>
Sent: Thursday, December 03, 2015 8:17 AM
To: John Moore; Brian Ranck

Please be advised, I now have in my possession the certified letter sent to Mr. Brown's employer, signed by them and opened. Now would be the time to let your client know what illegal activity and ethical violations have occurred on their behalf that will cause them a major law suit. I will be spending my day filing violations with the OCC and every Federal agency that has sanctions guarding the Banking and legal industry.

--

April Brown
International Student Exchange Agent
Phone: 706-491-8102
email: aprilbrownise@gmail.com

OF_000064

Exhibit A



Gregory M. Taube
(Admitted in AL & GA)
T 404.322.6144
greg.taube@nelsonmullins.com

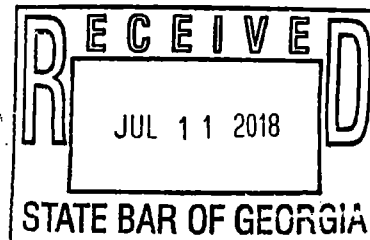
NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

Atlantic Station
201 17th Street, NW | Suite 1700
Atlanta, GA 30363
T 404.322.6000 F 404.322.6050
nelsonmullins.com

June 22, 2018

Via Hand Delivery

Adrienne D. Nash, Esq.
Grievance Counsel
Office of the General Counsel
State Bar of Georgia
104 Marietta Street NW
Suite 100
Atlanta, GA 30303-2743



Re: May 23, 2018 Grievance filed by April Brown, Toccoa, GA

Dear Ms. Nash:

Please accept this letter as my response to the May 23, 2018 grievance asserted against me by April Brown, who is one of the Plaintiffs along with her husband in a pending lawsuit in Stephens County Superior Court *Kenneth A. Brown and April M. Brown v. Oconee Federal Financial Corp., et al.*, Superior Court of Stephens County, Civil Action File No. 16-SU-CV-46CC (filed on February 2, 2016) (the "Litigation"). Thank you for giving me the opportunity to respond. Simply put, I have not engaged in any misconduct or asserted any claims or contentions lacking merit. For the reasons set forth herein, I request that Ms. Brown's grievance be dismissed and no further action taken with respect to this matter.

With all due respect to Ms. Brown, this grievance is the latest effort by Ms. Brown in her and her husband's continuing efforts to try to avoid foreclosure without making their mortgage payments.

The Browns are represented by their daughter Miranda Hanley on a contingent fee basis in the Litigation. My Firm, Nelson Mullins Riley & Scarborough LLP, and I represent Defendants Oconee Federal Financial Corp. and Oconee Federal Savings and Loan Association ("Oconee Federal"). The Litigation is currently the subject of a Direct Appeal to the Georgia Court of Appeals as well as an Interlocutory Appeal having been certified after the Trial Court's grant of a Certificate of Immediate Review.

Adrienne D. Nash, Esq.
June 22, 2018
Page 3

the Browns are attempting to avoid foreclosure while refusing to make their loan payments. Given the Browns' failure to make payments, their claims should be dismissed.

Notably, the Browns seemed to recognize early in the Litigation that they could not avoid foreclosure without continuing to make loan payments. In this regard, the Browns obtained leave of court to allow them to deposit payments in the court registry as a show of their supposed good faith. But the Browns made only a few of the payments that came due thereafter. Thus, the Browns proved that they are acting in bad faith rather than good faith. Incidentally, instead of making their mortgage payments into the court registry, the Browns bought a new \$30,000 sports car for their sixteen year old son, a high school sophomore.

Like the Browns' unfounded lawsuit, the notion that my representation of Oconee Federal in connection with the lawsuit and most recent foreclosure process is illegal or unethical in any shape, manner, or form ignores the well-established law requiring borrowers to make payments if they want to avoid foreclosure. The Browns cannot justly place any blame on me if their failure to repay their debts results in foreclosure. As noted above, the Browns have the right to prevent foreclosure by paying back the money that they borrowed. Oconee Federal and I have done nothing but continuously encourage the Browns to pay back the money that they borrowed. The Browns' refusal to pay their debts while attacking my client and me in their lawsuit and in this grievance to the Bar, the Attorney General and others is shameless.

The notice that I received from the Bar along with the grievance references Rules 8.4 and 3.1. Rule 8.4 deals generally with misconduct. Rule 3.1 requires lawyers to assert only meritorious claims and contentions.

The foregoing demonstrates that I have not engaged in any misconduct or asserted any claims or contentions lacking merit. However, as a means for providing more detailed information regarding the lawsuit and the merit of Oconee Federal's claims and contentions, I am enclosing a copy of the motion for summary judgment and brief that my Firm filed on behalf of Oconee Federal. (Exhibit 1.) These filings show that Oconee Federal is entitled to judgment in its favor as a matter of law. Even if the trial court were correct in denying Oconee Federal's motion for summary judgment, however, the Court's issuance of a Certificate of Immediate Review on May 14, 2018 for purposes of allowing an appeal of the ruling shows that the motion for summary judgment is far from frivolous. (Exhibit 2.) This conclusion is bolstered by the Court of Appeals' subsequent decision on June 18, 2018 to accept the Interlocutory Appeal of the Trial Court's ruling. (Exhibit 3.)

I am also enclosing copies of Plaintiffs' motion for an Interlocutory Injunction, (Exhibit 4), Oconee Federal's response thereto, (Exhibit 5), and the trial court's order granting an interlocutory injunction on the condition that Plaintiffs make loan payments to the trial court. (Exhibit 6). Oconee Federal has appealed this ruling because Plaintiffs

Adrienne D. Nash, Esq.
June 22, 2018.
Page 4

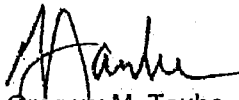
(page 4
of Exhibit
H)

failed to show that they are justified in refusing to pay the full amount of their debts. Oconee Federal's response to the motion for interlocutory injunction sets forth in detail the reasons for this conclusion. Even if the Trial Court's ruling were correct, the requirement that Plaintiffs make monthly payments came only as a result of Oconee Federal's having opposed the motion. Thus, the Trial Court's order establishes that Oconee Federal's position was in no way frivolous.

Thank you for considering the foregoing response to Ms. Brown's grievance. Again, I request for the reasons set forth herein, that the subject grievance be dismissed and no further action taken by the State Bar.

In conclusion, I consider it an honor and a privilege to be a member of the State Bar of Georgia.

Sincerely,


Gregory M. Taube

Enclosures



Fannie Mae

(Exhibit I)

Allowable Foreclosure Attorney Fees Exhibit

The following table contains the maximum attorney's fees that Fannie Mae allows for legal work related to foreclosures for all Fannie Mae mortgage loans. The allowable fee applies for the life of the default and covers all services necessary to complete a routine foreclosure action in the jurisdiction. In the event that a default is cured, such as by a completed loan modification or reinstatement, and the loan subsequently becomes delinquent again, a new allowable fee applies without the need for excess fee approval when the servicer must initiate new foreclosure proceedings.

| State | Non-Judicial Foreclosure | Judicial Foreclosure |
|----------------------|--------------------------|--------------------------|
| Alabama | \$1,700 ¹ | On Approval ² |
| Alaska | \$2,000 | On Approval ² |
| Arizona | \$1,700 | On Approval ² |
| Arkansas | \$1,700 | On Approval ² |
| California | \$1,700 | On Approval ² |
| Colorado | \$2,200 | On Approval ² |
| Connecticut | N/A | \$3,200 ^{4,5} |
| Delaware | N/A | \$2,450 |
| District of Columbia | N/A | \$2,875 |
| Florida | N/A | \$4,100 ¹² |
| Georgia | \$1,700 | On Approval ² |
| Guam | \$2,225 | On Approval ² |
| Hawaii | N/A | \$4,950 ⁸ |
| Idaho | \$1,550 | On Approval ² |
| Illinois | N/A | \$3,000 |
| Indiana | N/A | \$2,800 |
| Iowa | \$1,275 | \$2,450 |
| Kansas | N/A | \$2,400 |
| Kentucky | N/A | \$3,000 |
| Louisiana | N/A | \$2,500 |
| Maine | N/A | \$3,950 ⁴ |
| Maryland | \$3,000 ⁶ | On Approval ² |
| Massachusetts | N/A | \$3,400 ⁴ |

Exhibit 5

IN THE SUPERIOR COURT OF STEPHENS COUNTY

STEPHENS COUNTY

CLERK OF COURT

TIMOTHY D. QUICK, CLERK

STATE OF GEORGIA

BOOK _____ PAGE _____

2016 FEB 2 PM 4 09

KENNETH A. BROWN and
APRIL M. BROWN,

Plaintiffs,

vs.

CIVIL ACTION

FILE NO.

16-Su-Cv-46CC

OCONEE FEDERAL FINANCIAL CORP.,
OCONEE FEDERAL SAVINGS AND
LOAN ASSOCIATION, STEPHENS
FEDERAL SAVINGS AND LOAN
ASSOCIATION, BRIAN C. RANCK,
ESQ., and SANDERS, RANCK &
SKILLING, P.C.,

Defendants.

RULE NISI

PLEASE TAKE NOTICE that Plaintiffs, through their counsel, shall present the above-styled matter to the Court for a hearing for the purpose of a Temporary Restraining Order associated with Plaintiffs' Complaint, before the Honorable B. Chan Caudell, in Courtroom #1, Superior Court of Stephens County, 70 North Alexander Street, Toccoa GA 30577, on the 25th day of February, 2016, commencing at 9:00 ~~p.m.~~/a.m. or as soon thereafter as counsel can be heard.

This 2nd day of February, 2016.

J. Woods, Sup. Clerk
Judge, Stephens County Superior Court

Prepared and presented by:

Miranda Hanley
Miranda N. Hanley, Esq.

GA State Bar No. 451274

Attorney for Plaintiffs

SMITH, WELCH, WEBB & WHITE, LLC

280 Country Club Drive, Suite 300

Stockbridge, GA 30281

(770) 389-4864 (telephone)

(770) 389-5193 (facsimile)

mhanley@smithwelchlaw.com

4.

INTERFERRING WITH THE PLAINTIFFS ABILITY TO EXERCISE THEIR LEGAL RIGHTS. DENYING THEM THE BASIC OF HUMAN RIGHTS , RESORTING TO EXTORTION, BRIBERY, THREATS AND RACKETEERING, LEADING THE PLAINTIFFS INTO BANKRUPTCY AND THEN DENYING THEM THE RIGHT TO BANKRUPTCY PROTECTION AND THE RIGHT TO LEGAL REPRESENTATION.

5.

HE ENGAGED IN CORRUPTION AND DECEIPT. MANULIPATING THE LEGAL SYSTEM FOR THE SOLE PURPOSE OF CAUSING HARM.

6.

HE IS A HARMFUL TO SOCIATY AND MUST BE PREVENTED FROM CORRUPTING THE LEGAL SYSTEM FOR SOLE PURPOSE OF CAUSING ILL GAIN FOR PROFIT.

plaintiffs
KENNETH BROWN
APRIL BROWN
aprilbrownise@gmail.com

DEFENDANTS WITH CRUEL AND MALICIOUS INTENTIONS SELECTED THIS DATE IN RESPONSE TO YOUR HONOR SCHEDULING THIS HEARING TODAY. DEMANDING THE SHERIFFS DEPARTMENT USE FORCE TO EVICT AND REMOVE THE PLAINTIFFS FROM THE RESIDENCE.

THIS FORCED THE PLAINTIFFS TO FILE THE ATTACHED MOTION WITH THE MAGISTRATE COURT LATE YESTERDAY. I WAITED UNTIL THE VERY LAST DAY TO FILE OUR RESPONSE BECAUSE OF THE CONTENTS OF THE MOTION.

WHEREAS THE GUILTY INDIVIDUALS AND ATTORNEYS WILL HAVE TO ANSWER FOR CRIMINAL ACTIONS THIS THURSDAY.

IN NO WAY SHOULD THIS BE VIEWED AS A SETTLEMENT FOR THE YEARS OF ABUSE AND CORRUPTION THE PLAINTIFFS SUFFERED ALONG WITH ALL THE OTHER VICTIMS THROUGHTOUT N.E GEORGIA OVER THE LAST 5 YEARS SINCE THESE INDIVIDUALS BROUGHT THIS MOFIA ORGANIZATION TO OUR STATE FROM SOUTH CAROLINA.

AS MR. TAUBE ON PAGE 15 REFER'S TO HIS BELIEF OF "the GOLDEN RULE" -
"ALL THINGS WHATSOEVER YE WOULD THAT MEN SHOULD DO TO YOU, DO YOU EVEN SO TO THEM; FOR THIS IS THE LAW AND THE PROPHETS."

APRIL BROWN
"FIGHTING CORRUPTION ON A DAILY BASIS AGAINST MOFIA ACTIONS CONTROLLING OTHERS WITH ATTORNEY'S ENGAGING IN CORRUPTION TO FACILITATE ITS WILL OVER THE LEGAL SYSTEM , DETERMINING THE FATE AND LIVES OF OTHERS"

PLANTIFFS
KENNETH & APRIL BROWN
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706-491-8102

EACH INDIVIDUAL IS GETTING OFF EASY AS THE FEDERAL GOVERNMENT ENTITLES VICTIMS ONE MILLION FOR EACH BANK FRAUD VIOLATION COMMITTED IN REGARDS TO HOME LOANS. MONIES MUST BE IN SUCH EXCESS TO DETER THESE BILLION DOLLAR FAMILY OWNED ORGANIZATIONS AND MEGA LAW FIRMS FROM ENGAGING IN CORRUPTION FOR PROFITS BY CASHING IN ON HOMEOWNERS EQUITY. AS MONEY IS ALL THEY UNDERSTAND. I STOPPED COUNTING AT 7 VIOLATIONS JUST WITH IN THE PAST 4 MONTHS.

WE AS VICTIMS COULD PUT THEIR MONEY AT A BETTER USE, HELPING THE OTHER VICTIMS WE HAVE BEEN IN CONTACT WITH SINCE 2015, WHEN THEY BROUGHT THIS CORRUPTION INTO THE STATE OF GEORGIA FROM SOUTH CAROLINA.

PLAINTIFFS MOTION TO AMEND COMPLAINT TO INCLUDE PARTIES THAT ENGAGED IN, HELPED TO FACILITATE, COVER UP AND PROFITED FROM THE MORTGAGE FORECLOSURE FOR PROFIT SCAM.

1.

AS MR. TAUBA STATED AND USING "THE GOLDEN RULE" HE LIVES BY "ALL THINGS WHATSOEVER YE WOULD THAT MEN SHOULD DO TO YOU, DO YE EVEN TO THEM; FOR THIS IS THE LAW AND PROFIT".

2.

EACH INDIVIDUAL HAS PROFITED BY ENGAGING IN A FORECLOSURE FOR PROFIT SCAM (AS THIS IS NOT THEIR FIRST RODEO) ROBBING HOMEOWNERS FOR THEIR HOME EQUITY, FORCING US INTO BANKRUPTCY. THEREFORE WE ARE ENTITLED TO THEIR ASSETS BY "THE GOLDEN RULE" THAT THEY LIVE BY.

3.

Federal Court

~~IN THE SUPERIOR COURT OF STEPHENS COUNTY~~

~~STATE OF GEORGIA~~

KENNETH A. BROWN and
APRIL M. BROWN

Plaintiffs,

~~CIVIL ACTION~~

~~FILE NO. 16-SU-CV-46-GC~~

vs.

OCONEE FEDERAL FINANCIAL CORP.,
Et.Al.,

Defendants

AS ATTORNEYS AND BANK OFFICERS ARE UNDER A CRIMINAL INVESTIGATION WE ARE REQUESTING AN EMERGENCY MOTION TO VACATE FORECLOSURE SCHEDULED ON TUESDAY AUGUST THE 4TH, 2020.

AS I NOW HAVE TO REPRESENT US DUE TO THREATS AND CORRUPTION, PLEASE YOUR HONOR GRANT ME SOME FREEDOM AS A INDIVIDUAL FORCED TO DEFEND OURSELVES. UNTIL OTHER ARRANGEMENTS CAN BE MADE. AS TO THE ALLEGATIONS MADE WITHIN THIS STATEMENT ARE ALL WITH EXHIBITS AND THEY ARE UNDENIABLE.

1.

NEW EVIDENCE AND CRIMINAL RICO RACKETEERING CHARGES ARE BEING INVESTIGATED. AS TO CORRUPTION, THREATS, EXTORTION RICO LAWS ALLOW FOR PROSECUTION OF ALL INDIVIDUALS INVOLVED IN A CORRUPT ORGANIZATION.

2.

AS THESE RICO CHARGES CAN NO LONGER BE DISPUTED. BANK FRAUD CARRIES VERY LONG PRISON TERMS, FINES UP TO 1,000,000.00 DOLLARS, AND SEIZURE OF ASSETS. ANY PERSON, FIRM, PARTNERSHIP, WHO "ATTEMPTS OR CONSPIRES" TO COMMIT BANK FRAUD IS SUBJECT TO THE SAME PENALTIES AS THOSE WHO ARE CHARGED WITH COMMITTING BANK FRAUD DIRECTLY.

3.

WE ARE ASKING FOR HELP YOUR HONOR, AS TO THREATS, DENYING OUR WRIGHTS TO LEGAL REPRESENTATION WITH THREATS AND CORRUPTION AS IT IS CRIMINAL WHEN BANKS FORCE AN ACTION USING EXTORTION TO PROVIDE MORE COLLATERAL OR TURN OVER ASSETS FOR WHICH IT IS NOT ENTITLED TO. AS ATTORNEYS AND OFFICERS OF OCONEE FEDERAL HAVE ENGAGED IN A PATTERN OF CRIMINAL ACTIVITY. AS THEY REFUSE TO COMPLY WITH FEDERAL, STATE AND COUNTY MANDATES - WHILE UNDER STATE OF EMERGENCY.

4.

WE FEEL WE COULD BE IN DANGER BECAUSE THE CORRUPTION HAS INCREASED SINCE 2018. THE CRIMINAL CONDUCT HAS GROWN FROM THE STATE JUDICIAL SYSTEM INTO THE FEDERAL COURT SYSTM WITH A TOTAL DISREGARD OF THE LAW AND THE COURTS.

WHILE OUR STATE AND NATION ARE UNDER FORBEARANCE REGULATIONS IN REGARDS TO FORECLOSURES.

5.

FEDERAL AND STATE REGULATIONS PLACE LIMITS ON ATTORNEYS AND LAW FIRMS TO PREVENT CRIMINAL RICO RACKETEERING, PLACING LIMITS ON ATTORNEY FEES IN ASSOCIATION WITH MORTGAGE LOANS. (REFERENCE: FBI/FEDERAL TRADE COMMISSIONERS. VIOLATIONS OF ALL CRIMINAL RICO BANK FRAUD APPLIES TO ALL OFFICERS, BANK EMPLOYEES, ATTORNEYS OR ANY ENTERPRISE THAT PROFITS FROM THE SCAM OR ENGAGES IN DUAL TRACKING). CRIMINAL RICO STATUE PROVIDES FOR PRISON TERMS.

6.

FEDERAL AND STATE LAWS STATE OF GEORGIA PLACE LIMITS ON ATTORNEY FEES THAT CAN BE ASSIGNED TO THE MORTGAGE TO PROTECT THE HOMEOWNERS.

7.

IN OCTOBER OF 2019, WE OBTAINED A CONTRACT TO SALE PROPERTY. NELSON, MULLINS LAW FIRM ATTACHED A FEE OF \$600,247.18 PREVENTING US FROM PROCURING THE MORTGAGE.

8.

ON JANUARY 3, 2020, WE WERE RECEIVED OUR 3RD FORECLOSURE NOTIFICATION FOR \$40,000.00. THIS WAS CLEARLY SENT WITH FRAUD AND MALICE INTENTIONS AS THEY HAD NO INTENTIONS OF ALLOWING US TO PROCURE THE MORTGAGE, AS THERE IS NOW OVER \$56,000.00 IN THE COURT REGISTRY. THIS FUTHER STIPULATES THAT THE ATTORNEYS AND BANK HAVE REPEATEDLY MISLEAD THE COURTS AND GAVE FALSE STATEMENTS, THEY HAVE NEVER HAD ANY INTENTIONS OF ALLOWING US TO PAY THIS MORTGAGE.

9.

IN 2018, WHILE FACING YET ANOTHER FAKE FORECLOSURE WE DISCOVERED THAT THEY WE AFTER THE PROPERTY. AS DEVELOPMENT PROJECTS WERE TAKING PLACE. AN ATTEMPT BY COMMERCIAL MEDIA AND CITY FACILITIES ATTEMPTED TO EXTENDED FACILITIES ACROSS OUR PROPERTY LINE. THEY WERE ATTEMPTING TO CUT A ROAD THROUGH OUR PROPERTY. UPON APPROACHING THE INDIVIDUALS THEY STATED THEY HAD PERMISSION BY THE NEW DEVELOPERS THAT OWNED THE PROPERTY. A HORSE FACILITY WOULD BE DEVELOPED ON THE 30 ACRES AROUND OUR HOME, USING THE ALREADY DEAD END CUL-DE-SAC TO EXTEND UPON THE ALREADY EXISTING ROAD. OUR PROPERTY LINE GOES BACK ABOUT 20 FEET FROM THE ROAD. WE ARE THE LAST PROPERTY IN THE CITY LIMITS, SO THEY COULD THEN EXTEND ALL FACILITIES TO THE COUNTY PROPERTY THAT IS BEHIND US. WE HAD TO CALL THE MARSHAL OUT TO CHECK PERMITS. SHORTLY AFTER YOUR HONOR YOU HAD STOPPED THE FORECLOSURE ALL DEVELOPMENT CAME TO A HALT. NOW LEARNING THAT MR. RANCK IS THE ATTORNEY FOR OCONEE FEDERAL AND THE ATTORNEY FOR THE CITY. IS IT POSSIBLE THAT HIS CLIENTS COULD PROSPER FOR YEARS IN LEASING THE PROPERTY TO THE CITY.

10.

TO PREVENT YET ANOTHER FORECLOSURE, I WAS FORCED INTO BANKRUPTCY BECAUSE THEY HAD PLACED A \$600,247.18 PRICE TAG ON OUR MORTGAGE.

11.

DEFENDANT IMMEDIATELY CONTESTED AND VIOLATED OUR RIGHTS TO FILE BANKRUPTCY. REPEATEDLY SENDING DEMAND AFTER DEMAND AND EXTENSIONS WITH HUGE AMOUNTS OF LEGAL DOCUMENTS IN FEDERAL COURT AS THEY ALWAYS DO. THE DEFENDANT CALLED A PRELIMINARY HEARING TO PREVENT ME FOR FILING BANKRUPTCY.

12.

AFTER SPENDING NEARLY \$1500.00 ON A BANKRUPTCY ATTORNEY. WHEREAS HE WAS INFORMED THAT WE WERE CONTESTING THE OUTRAGEOUS PRICE ATTACHED TO OUR MORTGAGE. WE HAD TOLD HIM UP FRONT THAT WE HAD BEEN TO THE FBI FIELD OFFICE IN ATLANTA. UPON MEETING WITH THE FBI AGENT AND PROVIDING HIM WITH THE DEMANDS ATTACHED TO OUR MORTGAGE, THEY STATED THEY WOULD OPEN AN INVESTIGATION. THEY SENT US TO THE GBI OFFICE AND AFTER SPEAKING WITH AN AGENT THERE. THEY STATED THAT THE GBI WOULD OPEN A CASE BUT THEY HAD TO BE REQUESTED BY THE LOCAL SHERIFF OR A JUDGE. UPON MEETING WITH THE LOCAL INVESTIGATOR HE DID REQUEST ASSISTANCE FROM THE GBI.

13.

PRIOR TO THE SCHEDULED HEARING, IT BECAME OBVIOUS THAT OUR ATTORNEY HAD SWAPED SIDES. AS EMAILS WILL SHOW THAT HE WAS OBVIOUSLY WORKING WITH MR. TAUBE NOW. AS THEY HAD DECIDED THAT IN ORDER TO KEEP OUR HOME WE WOULD NEED TO PAY AN ADDITIONAL \$218,744.33 OVER THE NEXT FIVE YEARS. AS THE PLAN WAS SINCE HE WAS NOT A LITIGATION ATTORNEY, MY DAUGHTER WOULD LITIGATE. HOWEVER, SHE IS NOT A BANKRUPTCY ATTORNEY. NEEDLESS TO SAY THE DEFENDANTS OBJECTED TO HER BEING MY ATTORNEY. (THEY HAVE REPEATEDLY OBJECTED THAT MY DAUGHTER IS MY ATTORNEY, NOW THEY ARE OBJECTING THAT SHE IS NOT MY ATTORNEY). WE FELT IT WAS OUR RIGHT TO TELL THE JUDGE HOW WE HAD ENDED UP IN BANKRUPTCY COURT. MR. TAUBE HAD THREATENED ME REPEATEDLY IN DEPOSITIONS. FOR 3 DAYS ONCE FROM EARLY MORNING UNTIL LATE, LATE IN THE AFTERNOON I HAD TO SIT ACROSS FROM 6 MEN, AS THEY BERATED AND BULLIED ME. MR. TAUBE STATED THEN THAT THEY WOULD DESTROY US AND WE WOULD BE BANKRUPT. THE MAIN FOCUS OF THE BULLYING WAS WHO HAD WE TOLD ABOUT OUR ISSUES, AND HOW THEY WERE GOING TO SUE US, THEY NEEDED US TO SHUTUP OR "ELSE". EVERY TIME I DID NOT ANSWER THE WAY HE WANTED, THEY THREATENED TO CALL THE JUDGE ON ME. THE ONE AND ONLY OPTION WE HAVE EVER BEEN GIVEN IS TO GIVE UP THE PROPERTY AND WALK AWAY. DESPITE IN COURT AND SENDING 4 DECEPTIVE FORECLOSURE DEMANDS ONLY SO THEY CAN ASSUME THE PROPERTY.

14.

ONCE AGAIN I WAS THREATENED TO KEEP MY MOUTH SHUT, FILE CHAPTER 7, WALK AWAY AND THEY WOULD NOT COME AFTER MY HUSBAND FOR OVER \$700,000.00 IN FEES ATTACHED TO THE MORTGAGE. THEY KNEW THE JUDGE AND HE WOULD MAKE ME PAY AT LEAST \$50,000.00 IN ATTORNEY FEES. I WOULD BE REQUIRED TO PAY \$225,000.00 FOR OUR HOME, NEARLY DOUBLE WHAT WE ORIGINALLY PAID FOR THE PROPERTY AND THAT WOULD ADD AN ADDITIONAL \$1000.00 TO OUR MONTHLY BANKRUPTCY PAYMENT.

15.

AS I WAS FORCED TO DEFEND MYSELF, I REFUSED TO ADHIRE TO THE THREATS ANY LONGER. I EXPLAINED THAT THE DEFENDANTS HAD REPEATEDLY ENGAGED IN CRIMINAL RACKETEERING, WHEREAS WHEN BANKS FORCE AN ACTION USING EXTORTION TO

FORCE YOU TO PROVIDE MORE COLLATERAL THAN IT IS ENTITLED TO. AS MR. TAUBE AND ALL HIS ASSOCIATES HAD KNOWLEDGE OF THE CORRUPTION AND THEY HAD MADE A CONSCIOUS DECISION TO BECOME A PARTNER IN THE CORRUPTION AS THEY ENGAGED AND HELPED TO COVER IT UP.

16.

AS I HAD PROVIDED IN EXHIBITS WITH AN EXPLANATION AS TO THE ACTIONS THAT MY FAMILY HAS HAD TO LIVE WITH FOR 5 YEARS NOW. REFERRING TO THE ACTIONS LISTED ABOVE SINCE BEING IN YOUR COURT ROOM. STATING EACH INDIVIDUAL KNEW THEY HAD GAVE FALSE STATEMENTS, USED DECEPTIVE PRACTICES TO PLAY JUDGE, JURYOR, AND LAWYER. AS MR. RANCK THE PREVIOUS ATTORNEY HAD ALREADY SETTLED AND ADMITTED THE ACCUSATIONS TO SAVE HIS CAREER.

17.

UPON GIVING MY STATEMENT AND HIM REVIEWING THE EVIDENCE I HAD PROVIDED TO THE COURT. FEDERAL COURT JUDGE SACCA STATED HE DID NOT KNOW WHY THIS WAS IN BANKRUPTCY COURT. THE ONLY THING OUTSIDE OF THIS OUTRAGEOUS AMOUNT APPLIED TO OUR MORTGAGE WAS A CAR PAYMENT. THAT ONCE MR. RANCK HAD SETTLED THE CASE WAS OVER. IT SHOULD NEVER HAD MOVED PAST THAT POINT. AS HE WENT ON TO STATE WHY HAD SOMEONE NOT WENT BACK TO YOU YOUR HONOR AND PROVIDED YOU WITH THE INFORMATION THAT HAD TRANSPIRED SINCE YOUR RULING. AND WHY SOMEONE HAD NOT WENT BACK TO THE STATE COURTS TO PROVIDE THEM WITH THIS INFORMATION. HE FUTHER WENT ON TO SAY THAT HE COULD GO BACK AND CONTACT YOU WITH THE NEW DEVELOPMENTS.

18.

MR. TAUBE HAD BEEN SO BOLD AS TO FILE A MOTION TO DISMISS THE CASE ON 4/9/20. WHEREAS ADDING A TOTAL OF \$675,060.00 TO THE PRIMARY MORTGAGE WHICH WAS ORIGINALLY A FANNIE MAC LOAN. GOVERNMENT BACKED LOANS HAVE LIMITS IN WHICH YOU CAN PLACE ON A FEDERAL MANDATED MORTGAGE. IN ADDITION TO ASSESSING \$58,047.05 TO THE HELOC LOAN. WITH A COMBINED TOTAL OF NOW \$733,107.06.

19.

AFTER OBJECTING TO MY ATTORNEY GETTING ANY FEES, AS HE BECAME A PARTY TO THE CORRUPTION HIMSELF. JUDGE SACCA DID REFUND US THE AMOUNT HELD IN THE COURT OF \$990.87 IN ATTORNEY FEES.

20.

AT THIS POINT I NEEDED TO PAY SO MUCH MORE MONEY INTO BANKRUPTCY COURT, JUST TO HAVE A HEARING. WE SHOULD HAVE KNOWN THAT THESE INDIVIDUALS WOULD NEVER ALLOW US TO FILE BANKRUPTCY. THEY WANT THE PROPERTY.

21.

DESPITE BEING AWARE OF FEDERAL JUDGE SACCA'S STATEMENT THAT ONCE MR. RANCK HAD SETTLED AND IT WAS AGREED THAT HE WOULD HAVE TO TESTIFY THE CASE WAS OVER, HE IMMEDIATELY BEFORE WE EVEN HAD A CHANCE TO OBTAIN NEW COUNCIL FILED ANOTHER FORECLOSURE FOR SALE ON TUESDAY.

22.

AS OF LAST WEEK, I HAVE JUST RECEIVED ALL THE CASE FILES. IN BANKRUPTCY COURT BEING ASKED ABOUT FUTURE LITIGATION, I DID RESPOND THAT WE HAD MEET WITH A FEDERAL AGENT, AND THE LOCAL SHERIFF DEPARTMENT HAD REQUESTED THE ASSISTANCE OF THE GBI. HOWEVER WITH MR. RANCK BEING THE ATTORNEY FOR BOTH PARTIES.

23.

AFTER PUTTING TOGETHER ANOTHER FILE WORKING NIGHT AND DAY DUE TO THE OUTRAGEOUS 666,000 DOCUMENTS IN THE CASE. I DID MEET WITH THE SHERIFF'S CHEIF INVESTIGATOR TODAY. MR. MCQUIER AS HE STATED HE WOULD CONTACT THE DISTRICT ATTORNEY AND SCHEDULE A TIME FOR US TO MEET AND PROVIDE THEM WITH ALL THE INFORMATION I HAD PUT TOGETHER.

24.

HOWEVER, MEETING WITH THEM TODAY. THEY DID INFORM ME THAT MR. RANCK WAS THE CITY ATTORNEY. (JUST GREAT). I HAD ALREADY CONTACTED OUR DISTRICT ATTORNEY AND SEVERAL ELECTED OFFICIALS. TOM LAW WITH THE LOCAL PAPER AND THE LOCAL RADIO STATION WERE AWARE OF WHAT WAS GOING ON FOR YEARS. THEY ARE ALSO IN THEIR POCKET SO TO SPEAK. I HAVE ATTEMPTED TO WARN THE CITIZENS OF WHAT WAS HAPPENING. HOWEVER, IN A SMALL TOWN WITH MR. RANCK AND OCONEE FEDERAL BEING SUED SEVERAL TIMES, A PRELIMINARY HEARING THAT LASTED FOR DAYS AS THE COURT HOUSE REMAINED OPEN LATE AT NIGHT AND WITH A RETIRED SUPERIOR COURT JUDGE AND HIS WIFE SETTling A FRAUD CASE WITH THE INDIVIDUALS ALREADY, NOTHING HAS EVER BEEN REPORTED OR DONE ABOUT IT. CORRUPTION IN A SMALL TOWN WITH EVERYONE ON THE PAYROLL.

25.

THIS CREATES A HUGE CONFLICT OF INTEREST AS MR. RANCK HAS ADMITTED TO THE CORRUPT ACTIONS. HE IS THE ATTORNEY FOR THE BANK AND ALSO THE ATTORNEY FOR THE CITY AND FOR THE SHERIFFS DEPARTMENT. SEVERAL YEARS AGO OUR MAYOR AND SEVERAL OF OUR COUNCIL MEMBERS WERE INDICTED BECAUSE LARGE AMOUNT OF FUNDS HAD WENT MISSING FROM OUR SCHOOL SYSTEM.

26.

THROUGHOUT THIS ORDEAL WE HAVE DISCOVERED THIS IS A 100 YEAR OLD FAMILY OWNED BANKING BUSINESS AS THE OWNERS ARE OUT OF SOUTH CAROLINA, FOR THE LAST 5 YEARS THEY HAVE OPERATED IN NORTHEAST GEORGIA WITH ABOUT 10 INSTITUTIONS IN GA & SC. THEY HAVE NEARLY A BILLION DOLLARS IN ASSETS. NELSON, MULLINS AND LAW HAVE LOCATIONS ALL THROUGH SEVERAL STATES WITH OVER 800 ATTORNEY'S. WITH THEIR MAIN OFFICES LOCATED IN SOUTH CAROLINA ALONG WITH THIS MOB FAMILY WITH MR. RANCK AND HIS FIRM REPRESENTING OCONEE FEDERAL, THE CITY, AND OVER THE SHERIFF'S DEPARTMENT.

27.

WITH THE THREATS THEY HAVE MADE TO MY DAUGHTER AND TO US AND REALIZING THE CHARACTER OF THESE INDIVIDUALS. THEY KNOW FROM BANKRUPTCY COURT WE HAVE SPOKEN TO FEDERAL AGENTS. WE HAVE A LOT TO FEAR. AS THEY HAVE COST ME SEVERAL ATTORNEYS ALREADY. WE KNOW WHAT THEY ARE CAPABLE OF, AND NOW DUE TO THE ENORMOUS RISK THEY HAVE TAKEN WITH THE JUDICIAL SYSTEM. THE THREATS IN THE DRAFTS I WILL BE SENDING YOU INCLUDE IN ADDITION TO FORECLOSE ON OUR PROPERTY, OUR DAUGHTER AND LAW FIRM WILL BE SUED, IN ADDITION TO THE AMOUNT OF MONEY THEY ARE ATTEMPTING TO EXTORT FROM US, CONTAIN THE PHRASE "OTHERWISE" OR "ELSE".

28.

THEY KNOW WE CAN NOT PAY THOSE FUNDS. SO WE ARE BASICALLY BEING RUN OUT OF TOWN. WE ASK YOUR HONOR THAT YOU RELEASE THE FUNDS IN THE SUPERIOR COURT, ALLOW US THE FUNDS TO VACATE THE PROPERTY UNTIL IT MAY BE SAFE FOR US TO RETURN HOME.

29.

THE DEFENDANTS SHOULD NOT HAVE ANY OBJECTIONS TO THIS. AS YOU MUST BE AWARE THAT THEY NEVER HAD ANY INTENTIONS OF ACCEPTING ANY MONEY ON THIS PROPERTY. IN 2019 WE WERE WILLING TO PAY THEM TRIPLE THE AMOUNT THAT WAS OWED ON THE LOAN, JUST TO STOP THEM FROM HARASSING US. WE WERE GOING TO PAY \$120,000.00 ON A LOAN THAT WAS ABOUT TO BE PAID OFF IN 2018 AS WE DID NOT GIVE BUT \$135,000.00 FOR THE HOME ORIGINALLY. AS THEY DENIED ONCE AGAIN OUR ATTEMPT TO PROCURE THE MORTGAGE.

30.

AS WE NEVER GOT TO ADDRESS OTHER EVIDENCE IN THE FILES DUE TO THE CORRUPTION AND DECEPTIVE PRACTICES, THE EMAILS WERE SO DAMAGING, NO WONDER THEY HIDE THEM FOR SO LONG. PURGERY WAS COMMITTED ALMOST WITH EVERY STATEMENT THE DEFENDANTS AND THEIR ATTORNEYS MADE.

31.

THE NUMEROUS OTHER WITNESSES ALL RETIRED, SENIOR CITIZENS, WITH LARGE EQUITY IN THE HOMES THAT WERE TO GIVE STATEMENTS. EVERY STORY THE SAME, WOULD NOT ALLOW THEM TO PAY, PUT LOAN IN DEFAULT, AND FORECLOSED. LEAVING THEM AND OTHERS WITHOUT THEIR HOMES APPROACHING OR IN RETIREMENT.

32.

WE DO PLAN ON CONTINUING LITIGATION AGAINST EACH INDIVIDUAL RATHER THAN JUST STATING THE BANK BUT HAVE EXTREME RESERVATIONS OF BEING IN STEPHENS COUNTY SUPERIOR COURTS.

33.

STRAND OF EMAILS AS FOLLOWS:

7/6/2015—ALREADY FIGURING ABOUT PROFITS ON HOME/WANTS TO KNOW WHAT DATE THEY CAN DECLINE

7/28/2015—DOING INSPECTIONS OF HOME FOR PROFITS/NEED REASON FOR CODING THE PROPERTY AS DELINQUENT

8/5/2015—WANTS A QUICKIE APPRAISAL/MAY JUST FORECLOSE RATHER THAN TO GIVE THE APPROVAL ON LOAN

8/6/2015—VERY EXCITED ABOUT PROFITS THAT THEY STATED IN COURT- THAT DOES NOT ENCOURAGE THEM TO FORECLOSE ON. ""GEEZ, WHEN YOU GUYS SAID IT WAS WORTH \$150,000.00, YOU WERE NOT KIDDING" // "THIS IS NOT MY FIRST RODEO"

8/31/2015—NEED TO KNOW HOW TO RESPOND

9/8/2015—WHAT TO DO WITH LOAN APPROVAL

9/16/2015—NOW NOT APPROVED/ADVISING STAFF NOT TO TALK WITH US

9/17/2105—ONLY WANTS TO CALL, NOTHING IN WRITING, BE BRIEF.

AS YOU CAN CLEARLY SEE FROM THESE EMAILS, AN ADMISSION OF DUAL TRACKING THAT THE OCC CONTINUES TO WARN BANKS OF THIS ILLEGAL AND DECEPTIVE PRACTICE.

34.

WE DO NOT HAVE A COPY OF THE PRELIMINARY HEARING FROM BANKRUPTCY COURT YET. HOWEVER, WE WILL FORWARD IT TO ALL CONCERNED AS SOON AS WE CAN GET A COPY OF THE TRANSCRIPTS. BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA GAINESVILLE DIVISION

CASE # 20-20209-JRS JUDGE JAMES SACCA. PRELIMINARY HEARING ON 6-9-2020 WE CAN FORWARD YOU THE CASE FILES AND DOCUMENTS OR I AM SURE BEING A JUDGE YOU CAN REQUEST THEM.

35.

UNLESS A JUDGE FROM OUT OF TOWN DOES SOMETHING, IT COULD TAKE ANOTHER YEAR OR TWO FOR THE FEDERAL BUREAU TO DO SOMETHING ACCORDING TO JUDGE SACCA. IN THE MEANTIME WITH THE COVID-19 EPIDEMIC IT IS SCARY TO THINK OF ALL THE ELDERLY THAT HAVE NO IDEA WHAT THEY MAY BE FACING.

36.

COURT DOCUMENTS FROM HEARING HELD IN STEPHENS COUNTY BEFORE HONORABLE RICHARD WINEGARDEN. REFER TO PAGE 61, AS COURT RULED THAT ATTORNEY WOULD BE HELD LIABLE FOR FRAUD IN CONNECTION WITH THE DEFENDANTS AS PARTICIPANTS TO THIS LAWSUIT. AS TO COURT RULING ON FRAUD CLAIMS AGAINST ATTORNEY BRIAN RANCK (PAGE 66), REGARDING MOTION FOR CIVIL CO-CONSPIRATORS FRAUD.

37.

REFER TO PAGE 73: SUPERIOR COURT COULD HOLD ATTORNEYS LIABLE FOR PARTICIPATION IN FRAUD.

38.

FOLLOWING DEPOSITIONS FROM ATTORNEY BRIAN RANCK. ADMISSION WERE MADE AS TO CONSPIRACY. WHEREAS HIS ATTORNEY ADVISED HIM TO REACH A SETTLEMENT AGREEMENT. ALL PARTIES WERE PRESENT WHEN DEPOSITIONS WERE TAKEN AND PARTIES WERE AWARE THAT AN AGREEMENT HAD BEEN MADE. THEY WERE PRESENT DURING DEPOSITIONS AND CHOSE TO FURTHER ENGAGE AND PROFIT IN THE ILLEGAL CORRUPTION TO VICTIMIZE MY FAMILY.

40.

CRIMINAL RICO LAWS ARE VERY SPECIFIC IN REGARDS TO ATTORNEYS AND BANKS ENGAGING IN RACKETEERING ON MORTGAGE LOANS AND FORECLOSURES.

41.

MR. TAUBE IMMEDIATELY FOLLOWED UP WITH ANOTHER FRAUDULENT FORECLOSURE SCHEDULED FOR TUESDAY AUGUST 4TH, 2020. ACTING WITH MALICE BEHAVIOR KNOWING THAT HIS CORRUPTION AND THREATS HAVE PREVENTED US FROM OBTAINING ADDITIONAL LEGAL COUNCIL. AS HE DID STATE IN THE VERY BEGINNING IN 2015 HE WOULD DESTROY US.

42.

AS THEY CAN NO LONGER DISPUTE ANY OF THE ALLEGATIONS, AND FEDERAL COURT HAVING ADVISED ATTORNEY MR. TAUBE THAT THE FRAUD HAD BEEN ESTABLISHED WHEN RANCK SETTLED. WE ARE ASKING THAT THE FORECLOSURE SCHEDULED FOR TUESDAY BE VACATED AS THEY ARE UNDER CRIMINAL INVESTIGATION.

43.

ATTORNEYS SHOULD AND WILL BE REFERED TO THE STATE BAR OF GEORGIA AND SOUTH CAROLINA. AS WE ARE FEARFUL OF THEIR THREATS. AS THEIR ACTIONS HAVE BECOME VERY BOLD,

44.

REFER TO EXHIBIT SUBMITTED BY ATTORNEY MALEY WITH NELSON, MULLINS AND SCARBOROUGH ON MARCH 15, 2019. MR. MALEY STATES IT IS FOR SETTLEMENT AND COMPROMISE PURPOSES ONLY. HOWEVER, IT WAS SENT TO ATTORNEY CONTAINING THREATS OF AN EXTORTION DEMAND GREATER THAN THE AMOUNT WE PAID FOR THE HOME ORIGINALLY. ASSERTION OF ILLEGAL ATTORNEY FEES THEY HAVE PURPOSELY PROFITED FROM DURING THE COMMISSION OF CRIMINAL ACTIONS AND THREAT OF FORECLOSURE OR "OTHERWISE".

45.

JULY 11, 2017 CONTEMPT OF COURT AWARDED. REFER TO ENTIRE TRANSCRIPT OF DEFENDANTS REFUSAL TO COMPLY WITH COURT ORDERS. REFER TO JUDGE RULING FOR CONTEMPT AND PAGE 173 REGARDING MR. RANCK SETTLEMENT AND FINES ISSUED. SUBMITTED ALTERED AND REDACTED DOCUMENTS.

46.

ADMISSION OF LOANS CODED TO PREVENT PAYMENT ON LOANS. DATED 2,20,2017.

47

8/25/2017 Deposition of CHARLES TODD LATIFF OF CLEMSON, SC WITH NO CONNECTIONS TO CITIZENS OF STEPHENS COUNTY. EVERYTIME HE ANSWERED A QUESTION HE COMMITTED PURGERY. AS HE CONTINUED TO STATE THEY DID NOT PROFIT ON THE FORECLOSED LOANS. AS BRIAN SAVAGE STATED THEY MADE ONE MILLION DOLLARS IN 2015 IN STEPHENS COUNTY.

48.

YOUR HONOR WE ARE NOW DEPENDING ON YOU, AS WE HAVE BEEN TRULY BETRAYED BY OUR COMMUNITY. IT HAS BEEN NEARLY 6 VERY LONG YEARS, NEVER UNDERSTANDING AS TO WHAT WAS HAPPENING AND WHY. IT HAS COST US PROPERTY, SAVINGS, AND NOW WE FEEL WE HAVE TO VACATE OUR HOME WITH VERY LIMITED FUNDS BUT WHAT IS IN THE COURTS. HOPING TO MAINTAIN OUR HOME ONLY TO SALE OR RENT IT, UNTIL WE CAN MAKE OTHER LIVING ARRANGEMENTS IN A SAFER ENVIRONMENT.

49.

I REALIZE WE HAVE TO SEND MR. TAUBE A COPY OF THIS. HOWEVER, DUE TO THE CONDITIONS HE HAS PUT MY FAMILY IN. WOULD IT BE POSSIBLE TO WAIT UNTIL AFTER WE KNOW IF YOU ARE WILLING TO RELEASE THOSE FUNDS AND PREVENT US FROM GETTING EVICTED WITHOUT ANY FUNDS OR ANOTHER PLACE TO GO YET. AS MR. TAUBE AND HIS ASSOCIATES HAVE CLEARLY DEMONSTRATED THEY HAVE VERY LITTLE REGARD FOR THE LAW OR THE JUDICIAL SYSTEM.

50

IN CONTINUING THIS CORRUPTION, AND FORECLOSURE IT CARELESSLY EXPOSES NELSON MULLINS LAW FIRM AND HIS CLIENTS ARE OPENING THE DOOR TO FUTURE LITIGATION TO THEM ON BEHALF OF THE ENTIRE CITY OF TOCCOA, SHERIFF'S DEPARTMENT AND CITY OF TOCCOA.

AS THIS LITIGATION CONTINUES IT PUTS US IN EXTREM DANGER.

APRIL M BROWN
REPRESENTING OURSELVES UNTIL ANOTHER LAW FIRM HAS
TIME TO VIEW ALL EVIDENCE PROVIDED TO THEM ON WEDNESDAY.

LISTING OF KNOWN PARTICIPANTS IN CRIMINAL RICO CORRUPTION:

NELSON, MULLINS & RILEY & SCARBOROUGH
ATLANTIC STATION
201 17TH ST NW
ATLANTA, GA 30363

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OCONEE FEDERAL SAVINGS AND LOAN ASSOCIATION
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W. MAURCE POORE - INDEPENDENT DIRECTOR

BRYAN SAVAGE STEPHENS COUNTY BANK PRESIDENT
KEN MILLER —RETIRED

EXHIBITS INCLUDED ARE AS FOLLOWS:

EXHIBIT: PAGE 4 OF RESPONSE TO CODING THE PLAINTIFFS' ACCOUNTS TO PREVENT ONLINE PAYMENTS.

EXHIBIT EMAILS: OF DUAL TRACKING CREDIT MEMO OF LOANS AS TO THE INTENTION IS TO PURCHASE THE FREDDIE MAC LOAN AND FORECLOSE ON PROPERTY. KEEPING THE PLAINTIFFS LOANS IN MODIFICATION FOR 74 DAYS AND 45 DAYS AFTER IT IS COMPLETED.

EXHIBIT OF OCONEE FEDERAL OFFICERS AND SHAREHOLDERS AND LISTING OF ALL ATTORNEYS AT NELSON, MULLINS, RILEY LAW FIRM AWARE AND ENGAGED IN THE CORRUPTION

EXHIBIT-COPY OF COMPLAINT WITH EVIDENCE OF CLAIMS MADE TO THE FEDERAL BUREAU OF INVESTIGATION/STEPHENS COUNTY SHERIFF'S DEPARTMENT/CHIEF DETECTION-SHAWN McGUIRR/GEORGIA BUREAU OF INVESTIGATION

EXHIBIT OF OCC BULLETIN WARNING BANKS OF UNFAIR AND DECEPTIVE PRACTICES. LAWS REGARDING FORMS OF RACKETEERING ACTS THAT INCLUDE EXORBITANT DEBTS EXTRACTED THROUGH THREATS, SEIZURE OF PROPERTY, AND INTERFERRING WITH CUSTOMERS RIGHTS TO LEGAL REPRESENTATION

EXHIBITS OF FEDERAL AND STATE REGULATIONS PLACING LIMITS ON LAW FIRMS TO PREVENT CRIMINAL RICO RACKETEERING, PLACING LIMITS ON ATTORNEY FEES IN ASSOCIATION WITH ALL MORTGAGE LOANS.

EXHIBIT OF IN 2015 INDIVIDUALS PARTICIPATED IN THE SCAM DISREGARDING FEDERAL MANDATED REGULATIONS ENGAGING AS TO THE RULES ENACTED BY CONGRESS IN 2010 AGAINST DUAL TRACKING IN 2015, AS INDIVIDUALS PARTICIPATED IN THE SCAM DISREGARDING FEDERAL MANDATED REGULATIONS WITH MORTGAGE LOANS - INFORMATION TAKEN FROM FEDERAL SITES IN REGARDS TO MOB PRACTICES WITH BANKS, LAW FIRMS AND THOSE PARTICIPATING IN THE BANK FRAUD WITH FINES UP TO MILLIONS OF DOLLARS, SEIZURE OF ASSETS, AND UP TO 30 YEARS IN PRISON.

EXHIBIT OF CURRENT FORECLOSURE NOTICE FOR \$40,000.00

EXHIBIT OF FOR SUPREME COURT IMPLEMENTED LAWS TO STAY ALL FORECLOSURES WHICH HAS BEEN EXTENDED TO SEPTEMBER 2020- UNDER STATE OF EMERGENCY. FORECLOSURE RESTRICTS, WHEREAS FORECLOSURES THE FIRST STEP CAN NOT EVEN BE TAKEN.

EXHIBIT OF JANUARY 2, 2020 NOTICE OF FORECLOSURE FOR \$40,000.00 SENT WITH DECEPTIVE AND MALICE INTENTS AFTER REFUSING TO ALLOW SALE OF PROPERTY TO PAY OFF HOME LOAN.,

EXHIBITS OF MR. TAUBES FALSE AND DECEPTIVE STATEMENTS CLEARLY AS EVIDENCE SHOWS HE IS ENGAGING IN BANKRUPTCY FRAUD ON BEHALF OF HIS CLIENT.

EXHIBIT OF MR. TAUBE, WHEREAS OCONEE FEDERAL IS CLEARLY IS ATTACHING EXORBITANT FEES TO PREVIOUS FEDDIE MAC MORTGAGE LOAN.

EXHIBIT: REFER TO YOUR HONOR YOUR INQUIRY ON PAGE 20 AND 21 INQUIRING AS TO MR. TAUBE HAD HE MADE ANY EFFORT ON BEHALF OF HIS CLIENT TO GET THE MONEY OUT OF THE REGISTRY? WHEREAS HE ANSWERED ABSOLUTELY. AS YOU CAN SEE THIS IS ENTIRELY FALSE. PAYMENT HAS BEEN REFUSED BY SALE OF PROPERTY AND THROUGH BANKRUPTCY, SINCE IN YOUR COURTROOM IN 2018.

EXHIBIT OF EMAIL: FROM BANKRUPTCY ATTORNEY AS TO WHEREAS MR. TAUBE OBJECTION TO MY DAUGHTER REPRESENTATION, NEGOTIATIONS SUGGESTIONS OF NOW PAYING \$220,000.00 WITHIN THE NEXT 5 YEARS AND ADDING AN INCREASE OF \$1,000.00 TO BANKRUPTCY PAYMENT.

ADDITIONAL INFORMATION SUBMITTED TO

CC: OFFICE OF U.S. TRUSTEE
GEORGE C. YOUNG FEDERAL BUILDING & COURTHOUSE
400 W. WASHINGTON ST SUITE 100
ORLANDO, FL 32801

Criminal violations typically require proof beyond a reasonable doubt. Try to get a prosecutor to go after a bank or business for criminal fraud, however. Those cases are quite rare.

Civil RICO claims however turns the tables and allows you to sue these same businesses or banks for what is essentially criminal behavior. Better yet, the required burden of proof is much lower. This means that a victim can go after a big bank or corporation for criminal behavior even if the wrongdoer was never convicted of a crime.

A civil plaintiff need only prove the criminal conduct by a mere preponderance of the evidence. Prosecutors, however, must use the higher "proof beyond a reasonable doubt" standard when pursuing criminal charges.

Suddenly the advantage shifts to the victims.

Bankruptcy not an Option for RICO Defendants

Another advantage of civil RICO claims is their non dischargability in bankruptcy. We understand the frustration that comes when after years of battle, a defendant suddenly files for bankruptcy protection instead of paying what they owe. Bankruptcy won't help a RICO defendant, however.

The above summary is a dramatic oversimplification, of course. The

<https://bergermontague.com/us-bank-200-million-false-claims-act-allegations>

Government's Response to the **Settlement**. The federal government issued several statements about the **settlement** with **US Bank**, reiterating its dedication to eliminating this type of **fraud** and repairing the residential housing industry following its collapse in 2008. In a statement, a U.S. Attorney for the Northern District of Ohio said, "U.S ...

U.S. Bank to Pay \$200 Million to Resolve Alleged FHA ...

<https://www.justice.gov/opa/pr/us-bank-pay-200-million-resolve-alleged-fha-mortgage...>

U.S. Bank has agreed to pay the **United States** \$200 million to resolve allegations that it violated the False Claims Act by knowingly originating and underwriting **mortgage** loans insured by the Federal Housing Administration (FHA) that did not meet applicable requirements, the Justice Department announced today.

Bank of America to Pay \$16.65 Billion in Historic Justice ...

<https://www.justice.gov/opa/pr/bank-america-pay-1665-billion-historic-justice...>

Attorney General Eric Holder and Associate Attorney General Tony West announced today that the Department of Justice has reached a \$16.65 billion **settlement** with **Bank** of America Corporation – the largest civil **settlement** with a single entity in American history — to resolve federal and state claims against **Bank** of America and its former and current subsidiaries, including Countrywide ...

Web Results

Another sweetheart bank settlement on mortgage fraud ...

<https://www.wsws.org/en/articles/2013/01/09/bank-j09.html>

Another sweetheart **bank settlement** on **mortgage fraud** By Andre Damon 9 January 2013 Ten major financial firms agreed on Monday to pay \$3.3 billion in cash to settle allegations of **mortgage fraud** by ...

Bank of America Agrees to Record Mortgage Fraud Settlement ...

<https://stromlaw.com/bank-america-agrees-record-mortgage-fraud-settlement>

Bank of America agreed to a **mortgage fraud settlement** on **mortgage fraud** charges brought by the US Department of Justice for \$17 billion, a historic **settlement** amount against a large **bank**. The **mortgage fraud settlement** resolves **mortgage fraud** charges stemming from **Bank** of America's purchase of Merrill Lynch & Co, and Countrywide Financial ...

Wells Fargo to pay \$1.2 billion in U.S. mortgage fraud ...

<https://www.reuters.com/article/us-wellsfargo-housing-idUSKCN0VC1KO>

Wells Fargo & Co said on Wednesday it had agreed to pay \$1.2 billion to settle claims that it engaged in **mortgage fraud**, resolving a major U.S. lawsuit brought in the wake of the 2008 financial ...

When Big Banks Go Bad: The 9 Largest Bank Settlements of ...

<https://www.fool.com/investing/2017/04/26/when-big-banks-go-bad-the-9-largest-bank...>

9. JPMorgan Chase & Co (): \$5.29 billion. In February 2012, 49 states and the federal government reached an agreement, in what is now known as the National **Mortgage Settlement**, with the five ...

Mortgage Settlements: Homeowners | State of California ...

<https://www.oag.ca.gov/legal-opinions/ag-mortgage-settlements>

To mitigate losses suffered by homeowners victimized by deceptive practices during the **mortgage** and foreclosure crisis, the Attorney General obtained broad-ranging **settlements** from three major banks in 2013 and 2014. The **settlements** were with **Bank** of America, Citibank and JPMorgan Chase & Co. and related to their packaging, marketing, sale, and issuance of residential **mortgage** backed securities.

Fraud prevention | U.S. Bank

<https://www.usbank.com/about-us-bank/online-security/fraud-prevention.html>

FRAUD PREVENTION Helping you to stay safe. **Fraud** is committed when criminals use your personal information to access your **bank** accounts, obtain loans, make purchases, rent an apartment in your name, get a job, get medical services, or otherwise use your identity for their own purposes.

How to spot fraud | U.S. Bank

<https://www.usbank.com/about-us-bank/online-security/how-to-spot-fraud.html>

Do not provide any confidential information over the phone unless you initiated the phone call. Hang up and call **U.S. Bank** at 877.595.6256 if you suspect **fraud**. Call 800-US-BANKS (800.872.2657) for all other customer service concerns.

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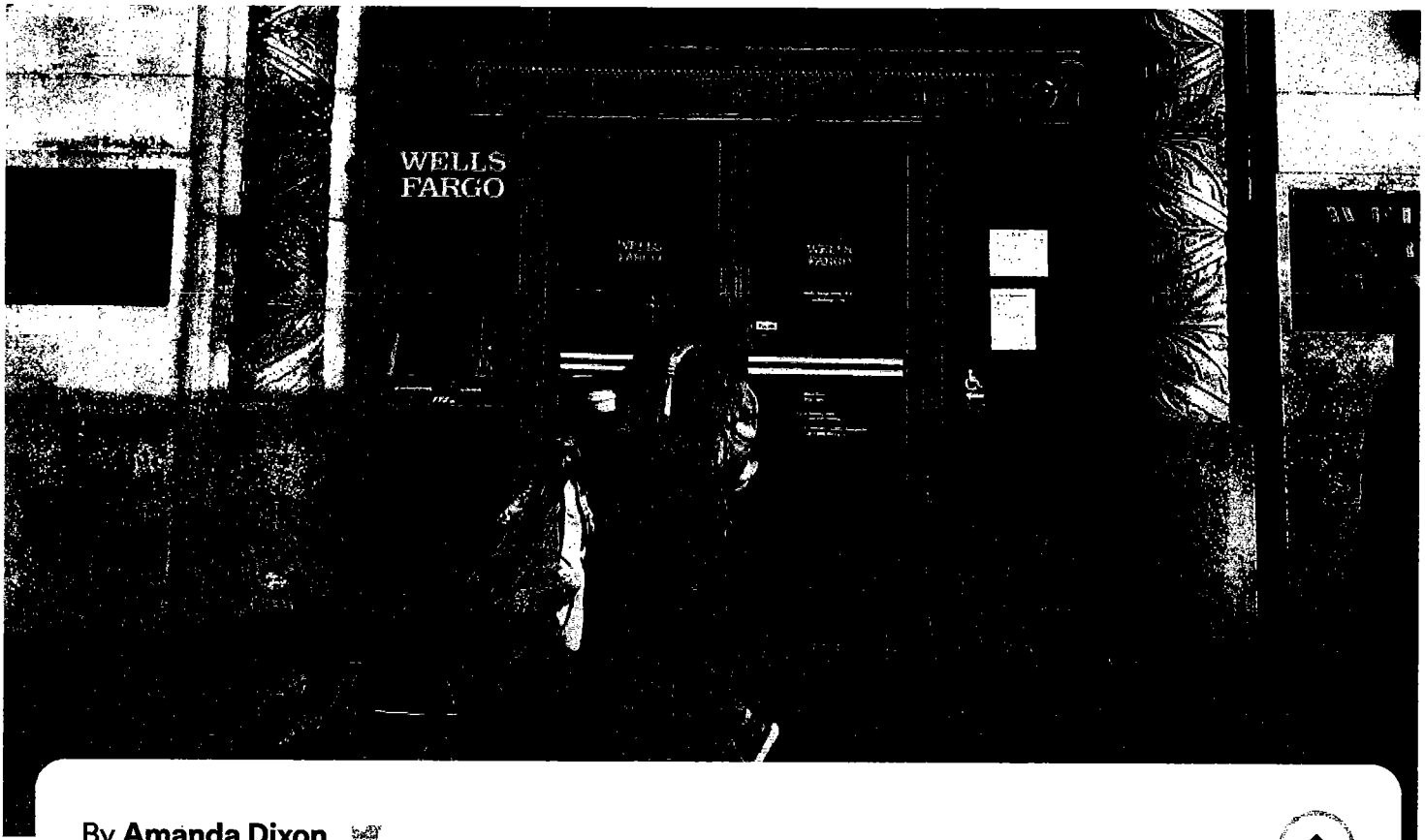
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With the latest Wells Fargo settlement, wronged customers without refunds could get their cut



By Amanda Dixon

Jan. 3, 2019 / 2 min read

Image Credit: Robert Alexander/Getty Images



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The bank will maintain teams responsible for addressing the complaints of consumers impacted by a wide range of incidents. Customers who aren't receiving relief under any existing restitution programs will be able to see if they're eligible for refunds.

These obligations are part of a \$575 million settlement made Dec. 28 with attorneys general in the District of Columbia and all 50 states.

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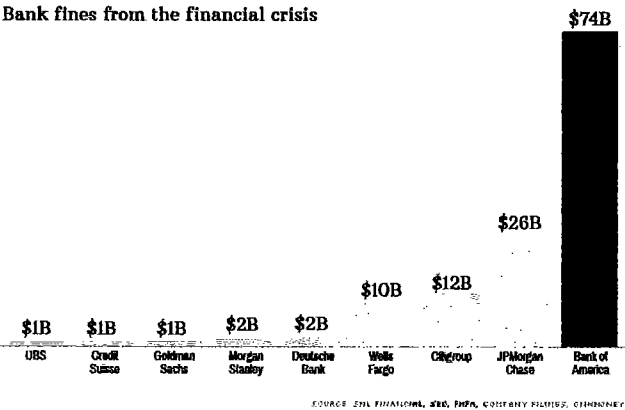
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Bank of America nears record settlement

by Evan Perez @CNNMoney

August 20, 2014: 5:41 PM ET



Bank of America is on the verge of finalizing a deal with the government to pay more than \$16.5 billion in what would be the biggest mortgage securities fraud settlement.

The agreement, to be announced as soon as Thursday, would settle a probe by the Justice Department and a group of states related to banking practices dating to the financial crisis, according to a person familiar with the deal.

The government accused the bank of misleading the buyers of mortgage-backed securities about the quality of the loans.

The settlement includes payments by the bank for penalties as well as relief for homeowners.

It's a large sum, even for the large bank: it made just over \$17 billion in profits from 2011 to 2013 -- and about \$2 billion more in the past six months.

Bank of America representatives declined to comment Wednesday.

Related: Settlements bite into BofA profits

Attorney General Eric Holder and Bank of America (BAC) CEO Brian Moynihan reached the main terms of the agreement in a telephone call in late July.

To move along the negotiations, the Justice Department had threatened to file a lawsuit against the bank. Paul Fishman, the U.S. Attorney in New Jersey, has led a civil probe of the mortgage business of Merrill Lynch, which Bank of America acquired in 2009.

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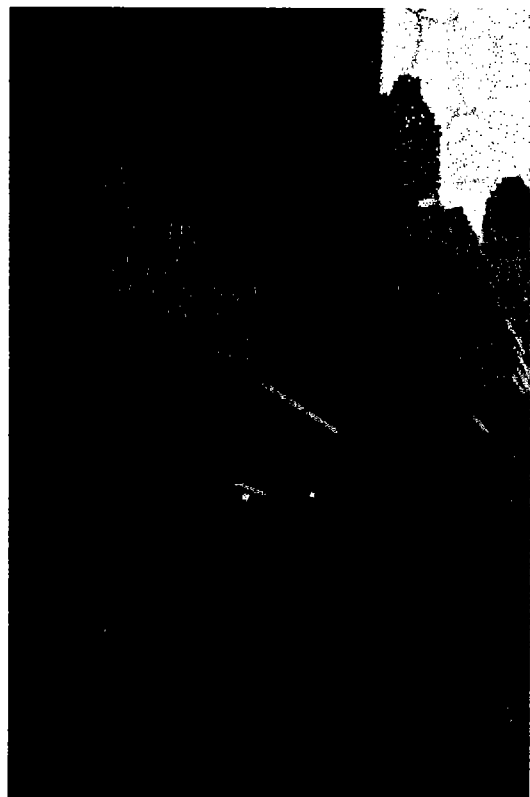
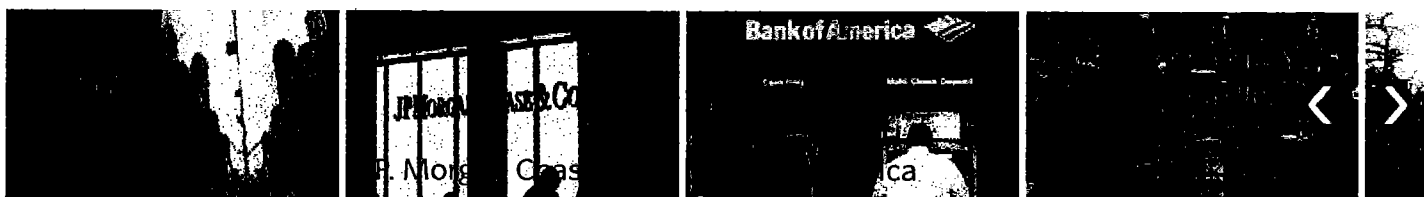
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Biggest Bank Settlements

The settlement by BNP Paribas in the U.S. sanctions case for nearly \$9 billion ranks among the biggest ever among banks since the early 2000s, and tops the list of those not related to the financial crisis. It is the biggest-ever fine levied against a bank for violating U.S. economic sanctions.



Patrick T. Fallon/Bloomberg News

Five Banks including Wells Fargo, . Chase

2012: \$25 billion

Firms: Wells Fargo & Co., J.P. Morgan Chase & Co., Citigroup Inc., Ally Financial Inc.

Regulators: U.S. Department of Housing and Urban Development and 49 state attorneys general

Alleged conduct: Five banks agreed to pay \$25 billion in penalties over alleged foreclosure processing abuses.

Source: Staff reports

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US Bank to Pay \$200 Million to Settle False Claims Act ...

Federal Court
NE District Georgia

~~MAGISTRATE COURT OF STEPHENS COUNTY~~

AUBURN MCGUIRE/SEAM MCGUIREE SHERIFF RANDY SHIRLEY
PAUL D SHEFFER

civil action no. M20-527CD

REFERRING TO CIVIL ACTION FILE NO.
16-SU-CV-46-CC

CIVIL ACTION FILE NO. 15-ST-CV-18-1

Attorney: Greg Taube
Nelson Mullins Riley & Scarborough, LLP
201 17th St. N.W. Suite 1700
Atlanta, GA 30306

vs.

Kenneth A. & April M Brown
309 Beaverbrook Dr
Toccoa, GA 30577

NOTIFICATIONS MADE ON 1-17-2020 1-13-2020

INVESTIGATION OPENED IN JANUARY BY STEPHENS COUNTY SHERIFFS DEPARTMENT/
THEY FAILED TO DO ANYTHING TO MY KNOWLEDGE.

FEDERAL BUREAU OF INVESTIGATION

GEORGIA BUREAU OF INVESTIGATION

REFERRING TO MOTION FILED IN SUPERIOR COURT OF STEPHENS COUNTY DATED
8/3/2020.

Illegal foreclosure and illegal eviction, actions causing Stephens County and Stephens County
Sheriff's Department open for litigation including all individuals that participate in this illegal
corruption to continue.

- Tampered with evidence
- Engaged in Corruption
- Altered, manufactured, Hide evidence
-

Show All Headers

Sent: 8/6/2015 17:24

From: Ken Miller <ken.miller@oconeefederal.com>

To: 'Savage' show other recipients

Subject: Re: Auto Value - Kenneth and April Brown

Hey, this is not my first rodeo

Kenneth W. Miller

Senior Vice President

Loan Counselor, REO and Facilities Manager

Oconee Federal Savings and Loan Association

(a subsidiary of Oconee Federal Financial Corp)

P.O. Box 1039

Seneca, South Carolina 29679

1-888-910-2265

864-882-9816 fax

NMLS #810568

> On Aug 6, 2015, at 1:21 PM, Savage, Brian <brian.savage@oconeefederal.com> wrote:

>

> Geez, when you guys said it was worth \$150,000 on your drive by, you were not kidding!!!

>

> Brian Savage

> Vice President/Credit Administration

> Oconee Federal Savings and Loan Association

> P.O. Drawer 40

> Toccoa, Georgia 30577

> 706-886-2111

> brian.savage@oconeefederal.com

>

> ----- Original Message -----

> From: Wright, Pam

> Sent: Thursday, August 06, 2015 11:43 AM

> To: Savage, Brian; Todd Latiff; Stancell, Dave; David Stafford; Ken Miller; Cothran, Kathy

> Subject: Auto Value - Kenneth and April Brown

>

> Attached is an auto value for Kenneth and April Brown. It is from BPO Direct, an affiliate of Freddie Mac, and is generated based on data submitted to Freddie Mac's appraisal portal. Value given is \$151,839.

>

> Pam Wright

> AVP, Underwriter

> Oconee Federal Savings and Loan Association PO Drawer 40 Toccoa, GA 30577

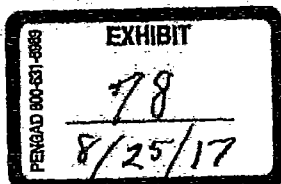
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> pam.wright@oconeefederal.com

>

>

Close



Rule Against Dual Tracking

In 2010, Congress enacted the Dodd–Frank Wall Street Reform and Consumer Protection Act, which, *inter alia*, granted rule-making authority under the Real Estate Settlement Procedures Act of 1974 (RESPA), 12 U.S.C. § 2601, *et seq.*, to the Consumer Financial Protection Bureau (CFPB). Pub.L. 111–203 (July 10, 2010), 12 U.S.C. §§ 5491, 5511, 5512, 5513; 15 U.S.C. § 1639d. The CFPB subsequently promulgated a rule, effective January 10, 2014, amending Regulation X of RESPA. The rule, which is subsection 1024.41(g) of Regulation X, provides:

Prohibitions on foreclosure sale. If a borrower submits a complete loss mitigation application after a servicer has made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process but more than 37 days before a foreclosure sale, a servicer shall not move for foreclosure judgment or order of sale, or conduct a foreclosure sale, unless: (1) The servicer has sent the borrower a notice pursuant to paragraph (c)(1)(ii) of this section that the borrower is not eligible for any loss mitigation option

12 C.F.R. § 1024.41(g) (2014). This prohibited practice – proceeding with a foreclosure sale while processing a complete loan modification application submitted at least 37 days before the scheduled sale – is known as dual tracking.

While this article is limited to explaining how dual tracking may be used as a foreclosure defense, it is worth noting that dual tracking may also form the basis of a lawsuit. Stated otherwise, the illegal practice may not only stop a foreclosure, it may also allow the homeowner to outright sue the bank for a jury award. This is because 12 C.F.R. § 1024.41(a) provides, “A borrower may enforce the provisions of this section pursuant to section 6(f) of RESPA (12 U.S.C. 2605(f)),” and 12 U.S.C. § 2605(f)(1) provides that a mortgage servicer that engages in dual tracking is “liable to the borrower” for “any actual damages.”

If The Servicer Engages In Dual Tracking, The Homeowner Should Move To Stay And Dismiss The Foreclosure Proceedings

Many states require the homeowner to bring any valid foreclosure defenses to the court’s attention via a motion. In Maryland, a homeowner may file a motion asserting such a defense under Md. R. 14-211.

When a homeowner files a ~~motion to stay and dismiss~~ that states, on its face, a valid defense that challenges the right of the lender to foreclose in the pending action, “the court shall set the matter for a hearing on the merits.” Md. R. 14-211(b)(2)(C). The court must enter an order staying any foreclosure sale if the hearing cannot be held before the sale date. Md. R. 14-211(c)(1). To assert the defense of dual tracking in such a motion, the homeowner should allege the date they submitted the complete loan modification application, make it clear that the

JULY 6TH, 2020

NOTIFICATION SUBMITTED TO NELSON AND MULLINS REGARDING FEDERAL AND STATE VIOLATION.

SINCE 2015-PRESENT THE INDIVIDUALS LISTED HAVE PROFITED FROM A FORECLOSURE FOR PROFIT SCAM TARGETING SENIOR CITIZENS, RETIREES, MINORITIES AND LOW INCOME FAMILIES CAPITALIZING ON THE EQUITY IN HOMES.

Forms of racketeering include running an illegal gambling operation or loan sharking. In those cases, often exorbitant debts are extracted through threats of violence, including seizure or destruction of property, or injury, including murder.

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Sent: 12/2/2015 15:04
From: "Mauldin, Monica" <monica.mauldin@oconeefederal.com>
To: David Stafford <david.stafford@oconeefederal.com>
Subject: Kenneth & April Brown - Information for Brian Ranck at SR&S

Hey!

Please give me a call after your 10:00 meeting.

Todd got with me this morning to talk through what rate & term needed to be offered on the Kenneth & April Brown deal. They are the ones that we are not currently communicating with other than through Brian Ranck.

Brian needed to know what rate & term we will offer on the loan (currently 2nd mortgage - HELOC). We gotten all of the details together & Todd asked me to get with you for the communication to Brian Ranck & documentation for the file.

We are going to offer 6.00% on 5.yr Balloon w/180 month Amortization. The plan is that they will pay the first mortgage in full & this loan (Currently under #4500000250) will be their 1st on a closed end deal. Tim said that there needs to be a write up for the file explaining how the rate was determined. Todd asked that you handle the write-up. I can give you background on how we determined all of that when you call.

Thanks!
mm

Monica Mauldin
Loan Processor/A.V.P.
Oconee Federal S & L Assoc.
2859 Hwy 17/P.O. Drawer 40
Toccoa, GA 30577
706-886-2111 (phone)
706-886-0107 (fax)

Close

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Sent: 12/8/2015 20:33

From: "Savage, Brian" <brian.savage@oconeefederal.com>

To: Loan Operations Group <loan.ops@oconeefederal.com> show other recipients

Subject: Kenneth and April Brown

Hello all,

Regarding Kenneth and April Brown, loan #5000017208 and #4500000250,

If you get a call from the Brown's directly or any representative of theirs, please do not discuss ANYTHING with them regarding the loan or the status of the loans. You will simply need to refer the caller to the bank's attorney, Brian Ranck at 706-886-7533. We have also placed a pop up message on the two loans with the same instructions.

Brian Savage

Vice President/Loan Operations

Oconee Federal Savings and Loan Association

P.O. Drawer 40

Toccoa, Georgia 30577

706-886-2111

brian.savage@oconeefederal.com

Close

Credit Memo, 08/31/2015

Kenneth and April Brown, Loan #5000017208 and #4500000250

General

The credit request is to advance \$34,521.35 as a principal addition to an existing Oconee Federal HELOC loan. The advance would be used to payoff an existing Freddie Mac loan serviced by Oconee Federal. Total loan balance after the advance would be \$74,451.37. Both loans are currently past due for the 05/01/2015 and 05/15/2015 payments. Due to the apparent equity in the property, the objective is to payoff Freddie Mac and foreclose upon the HELOC mortgage, place into OREO and sell the property.

History

Kenneth and April Brown originated the Freddie Mac loan with Oconee Federal on 04/16/2003. The loan matures on 05/01/2018. A \$40,000 HELOC was originated on 05/10/2007. For many years, both loans had performed as agreed. Currently, both loans are past due, in part to an unemployment period by April Brown. She has recently re-gained employment as an agent for international student exchange. He is employed by Arrow Exterminators. However, they are apparently unable to pay the loans current. An updated credit report dated 07/29/2015 indicates unsatisfactory credit history with all other creditors, with scores ranging from 470-603. The Bank has on several occasions provided HAMP/HARP packages to the borrowers. To date, they have not been able to qualify for any programs available for modification assistance. Note that updated, complete financials on the borrower is still needed. From limited information provided, the debt to income ratio is estimated to be 70%.

Collateral

Collateral is the borrower's primary residence located at 133 Beaverbrook Drive in Toccoa, Georgia. The original appraisal on the property from 2003 indicated a market value of \$170,000. The appraisal obtained for the HELOC loan was also at \$170,000. A current Freddie Mac BPO as of 08/06/2015 indicates an estimated market value of \$151,839 or a combined LTV of 49%. Bank personnel have also inspected the property on the exterior and believes the value to be correct at approximately \$150,000. The house is a 3BR/2BA, 2,278sf house built in 1983. Land tract is .68 acres.

Recommendation

Based on the significant equity position and inability of the borrowers to pay the debt current, it is recommended that Oconee Federal advance the funds to payoff Freddie Mac. This will allow Oconee Federal to assume the first mortgage position and foreclose on the HELOC mortgage.